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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Mortgages as Trust Investments.

THE RECENT depreciation in the value of many mortgage securities has made it necessary for trustees' solicitors to reassure themselves that the necessary precautions as to value were taken when the advance was made, and the decision of WARRINGTON, J., this week in *Re Solomon* (*Times*, 22nd inst.) shews that it will be sufficient in ordinary cases if the advance was made under the advice of a surveyor as required by the Trustee Act, 1893, section 8. Under that section the trustee is not to be chargeable with breach of trust by reason only of the proportion of the loan to the value of the property, if he acted on a report as to the value made by an able practical surveyor employed independently of the mortgagor, and if the amount of the loan did not exceed two-thirds of the value, and the loan was made under the advice of the surveyor expressed in the report. This differs from the previous law in that in ordinary cases the trustee is now entitled to rely on the opinion of the surveyor as to the amount to be advanced, provided this does not exceed two-thirds of the value. Formerly, the trustee could only rely on the surveyor for the value, and had to form his own opinion as to the amount to be advanced. And this may be so still where there are special circumstances affecting the eligibility of the property as a security; for section 8 protects the trustee from liability for breach of trust by reason only of the proportion of the loan to the value of the property. But, as a rule, the trustee is justified in acting on the report of the surveyor, and on this ground WARRINGTON, J., decided in favour of the trustees in the present case. The duty of trustees in taking mortgage securities was considered in detail by PARKER, J., in *Shaw* v. *Cates* (1909, 1 Ch. 389), but there an independent valuer had not been employed, and the statutory protection was not available. In the present case the statute had been duly complied with, and the advance made in accordance with the surveyors' report. It was suggested that weekly property was not eligible as a security, but the learned judge did

not accede to this view. While, however, the trustees had incurred no liability, WARRINGTON, J., emphasized the duty of surveyors not merely to value the property, but to consider separately what proportion ought to be advanced—not, that is, to adopt the two-thirds rule as a matter of course.

Evidence of Commercial Usage.

WE DISCUSSED last week the point on which the admirable judgment of KENNEDY, L.J., in *Biddell Brothers* v. *E. Clemens Horst Co.* (1911, 1 K. B. 934) was based—namely, that delivery of shipping documents covering goods is equivalent to delivery of the goods. This will be a classic on delivery of possession, and has been accepted by the House of Lords as conclusive of the case; but the point was not taken by the majority of the judges in the Court of Appeal (VAUGHAN WILLIAMS and FARWELL, L.JJ.), and hence they had to determine whether, in the absence of express words, a contract for sale of goods c.f.i. implied a term that payment was to be made against the shipping documents. In this relation it is interesting to notice the reference made to the matter by SCRUTTON, J., in his preface to "The Commercial Laws of the World," which we reviewed last week. He was considering the extent to which the law-merchant is recognized by the courts of this country, and was apparently surprised that the Court of Appeal should not have recognized the commercial practice in this particular case. "Most lawyers," he says, "acquainted with commercial subjects would have said unhesitatingly that in a sale of goods c.f.i. the price was payable on the tender of the contracts of freight and insurance which the seller undertook to provide, and that the buyer was not entitled to say, 'Wait and see what the goods are like when they arrive.'" But the majority of the Court of Appeal declined to give this effect to the contract in the absence of either previous judicial recognition or actual evidence of custom; and since, on this footing, there can be no judicial recognition except on evidence of custom, commercial usage can only be incorporated in the law by such evidence being actually given from time to time. "The means of adding law-merchant to the common law are limited." Such is Mr. Justice SCRUTTON'S obviously regretful comment, but perhaps this is the only practicable course. Judges with extensive commercial experience are not necessarily numerous, and though selection to sit in the Commercial Court may imply this experience, there is no guarantee that the same experience will be available in the Court of Appeal. The refusal of a judge to take judicial notice of matters not regularly brought before him may be sometimes carried too far, but in regard to commercial usage it seems safer to have distinct evidence to go upon.

What are Domestic Purposes?

THERE ARE two very different branches of Local Government practice in which it becomes important to determine the precise meaning of the common or garden word "domestic." Under the Public Health Act, 1875, a distinction is drawn between "house" or "domestic" refuse which (as a rule) the sanitary authority removes free of charge, and "trade" refuse, for which it is entitled to make a charge. Again, under the Waterworks Clauses Act, 1847, section 35, a similar differentiation is made between water supplied for "domestic purposes," and water wanted for trade or other non-domestic purposes. This latter distinction becomes very important, as the result of a number of special Acts, including the Metropolitan Water (Charges) Act, 1907, is to compel the consumer to pay for water in a very different way, according as it is supplied for domestic or trade purposes. In the former case he is charged a rate assessed on the rateable value of his premises; in the latter case he is charged either by meter for the quantity consumed or (as in London) by a special rate. But in neither statute does any definition of the word "domestic" appear; and a long series of decisions—often conflicting—have been pronounced as to its precise meaning. It may now be taken as settled law, however, that in both cases the test is *not the character of the premises to which water is supplied or from which refuse is removed*, but the *nature of the user* which is made of the water in the one case, and which produced the refuse in the other case. Thus, water supplied to a boarding-house (*Pidgeon* v. *Great Yarmouth Co.* [1902] 1 K. B. 310), or to a boarding-school (*Frederick* v. *Bognor Water Co.* [1909] 1 Ch. 149), is supplied for "domestic purposes," since the user of it is domestic, although a trade is carried on upon the premises. The House of Lords has just applied the same rule to the water which is supplied for the lavatories used by the hands at a factory (*Colley's Patents (Limited)* v. *Metropolitan Water Board*, *ante*, p. 51). Although the factory is compelled, under the Factory Acts, to keep such a supply, nevertheless it is not to be deemed as made for a "trade" purpose, since the user of water in lavatories is clearly one of the ordinary modes of using water in domestic life.

The Privileges of Infancy.

INFANTS, AS persons under disability, like some other persons to whom the law applies that term, have very substantial privileges to console them for their inability to enjoy the full fruits of adult status. One such privilege, which has become important of late years, is the right to obtain damages for negligence in cases where an adult would be unable to do so because of such legal doctrines as "contributory negligence," and "*volenti non fit injuria.*" It is, indeed, quite intelligible and very reasonable that a person who has been guilty of negligence which has caused damage to persons of tender years should not be able to set up defences which imply that the injured infant is as capable of taking care of himself as is an adult person. But ever since *Cooke* v. *Midland Railway* (1909, A. C. 229) the law has gone much further than this. It allows an infant trespasser or wrongdoer to escape the usual penalty imposed upon a trespasser or wrongdoer—namely, an inability to complain of any injury not wilfully caused. Nor does the doctrine stop here; for a higher standard of care is imposed on the person whose default has injured an infant than would have been the case had the victim been an adult. An absurd result of this rule has just appeared in the decision which Mr. Justice BRAY felt reluctantly obliged to give in *Jackson* v. *London County Council and Chappel* (*Times*, November 16th). Some building operations were going on at a Council school, and the builder left a truck full of mortar in the playground. The boys started playing with the mortar, and used it as a missile. The plaintiff, a boy of thirteen, got injured in the eye, and sued both the Council and the builder for damages. The jury found, in answer to questions put to them: (1) that the boys were on the school premises when the accident occurred; (2) that the London County Council, by their servants, were guilty of the negligence which caused the accident; (3) that the builder or his servants were guilty of negligence. On these findings Mr. Justice BRAY felt compelled to enter a verdict for the plaintiff against both defendants; but he felt so much doubt as to the soundness of the legal doctrine which he followed that he granted a stay of execution for the purposes of an appeal, without imposing any terms on the defendants.

Land Law Reform in the Overseas Dominions.

AT THIS moment, when the burning question of the necessity for a far-reaching reform of our law of real property seems likely to be coming up again, it may be opportune to recall what has been done in this direction in some of the Overseas Dominions. A very drastic measure of conveyancing reform was passed in New Zealand in 1842, and the results of amendments and consolidations are now to be found in the Property Law Act, 1908. In New Zealand land may now be conveyed without words of limitation—a simple conveyance to a person by name being sufficient to pass the fee simple (section 3). By section 41 the Statute of Uses is in effect made unnecessary. "Every limitation which at any time heretofore might have been made by way of shifting, springing, or executory use may be made by direct conveyance without the intervention of uses." By section 42 "the legal estate in any land shall not pass by a covenant to stand seised, or by any contract for the sale and purchase of land, or by livery of seisin." By section 38 a statutory form of conveyance (set out in a schedule) is made "effectual to pass any land and the possession thereof." The schedule form runs "This deed made, &c. . . . . witnesseth that in considera-

tion, &c. . . . A. B. doth hereby convey unto C. D. all that piece of land, &c., ..." Finally, a drastic innovation has been introduced, by enacting that sealing is not necessary to constitute a deed (except, of course, in the case of a corporation), but the attestation of at least one witness is made essential. Other reforms in New Zealand are the abrogation of the Rule in Shelley's Case, the permission to create future estates of freehold, without the intervention of uses, &c.—too numerous to be even referred to here. One example elsewhere than in New Zealand may be given of what has by some persons in England been thought to be a necessary reform. In the State of Victoria in Australia estates tail can no longer be created. It is enacted by section 108 of the Real Property Act, 1890, that a limitation, which would previously have conferred an estate tail in land on any person, "shall be deemed to give to such person an estate in fee simple (legal or equitable as the case may be) in such land." An excellent illustration of the way in which conveyancing technicalities are gradually being swept away by judicial decision, as well as direct statutory enactment, in the case of land in Australia which is "registered" or brought under the operation of the Torrens system, is afforded by a very recent decision of the Supreme Court of Victoria on the question of the effect of land being transferred by a man holding it in the capacity of administrator, to himself, absolutely. In the case of *Re Transfer of Land Act*, 1890, *Hosken* v. *Danaher* (1911, V. L. R. 214), the Registrar had refused to register such a transfer, the main ground of his objection being that a man cannot transfer to himself. The judge of first instance held that the transfer ought to be registered. On appeal, the decision was affirmed by the Full Court (though one judge dissented), and the following short extract from one of the judgments will be sufficient: "The holding of land by a proprietor as executor or administrator, and the holding of land by the same man in his own right, is a distinction which the system recognizes as fully as if the one man were two . . . . A transfer by an executor or administrator as such to himself in his own right is an instrument fit for registration."

Assignment of Debt arising in Misrepresentation.

THE REPORT at present available of *Stoddart* v. *Union Trust (Limited)* (*Times*, October 25th), does not read very clearly, but the effect is that the Court of Appeal have allowed a *bonâ-fide* assignee for value of a debt to recover the amount from the debtor, notwithstanding that the debt may have been originally vitiated by misrepresentation. A sum of £1,000 had been agreed on as the purchase price of a newspaper, the defendants being the purchasers. They contended that in the negotiations for the sale the vendor had made misstatements as to facts upon which the value depended, and declined to pay more than £200. The vendor assigned the claim for the balance to the plaintiff, who took for value and without notice of these circumstances. The case seems *primâ facie* one for the application of the rule that the assignee of a *chose in action* takes subject to the equities between the assignor and the debtor, and this rule is expressly recognized by section 25 (6) of the Judicature Act, 1873. An absolute assignment of a debt, of which express notice in writing has been given to the debtor, is, according to that provision, to be deemed to have been effectual at law to pass the legal right to the debt, but only "subject to all equities which would have been entitled to priority over the right of the assignee if this Act had not passed." In considering the effect of the assignment, therefore, it must be ascertained whether there are any equities available for the debtor against the assignor, and if there are, these will avail also against the assignee, notwithstanding that he takes for value and without notice. An opposite result would clearly be very unfair to the debtor, since he would be liable to have his position varied by the creditor's assignment without being in any way able to prevent it. And in the cases of *Young* v. *Kitchin* (L. R. 3 Ex. D. 127) and *Government of Newfoundland* v. *Newfoundland Railway Co.* (13 App. Cas. 199), which were referred to in the judgment of VAUGHAN WILLIAMS, L.J., in the present case, it was recognized that the debtor would have the right to set off as against the assignee damages for breach of contract on the part of the assignor. In other words, the creditor can only assign what he himself could recover from the debtor. Nevertheless, it was held that the entire £800 was recoverable by the plaintiff, notwithstanding the alleged nature of the transaction out of which the debt arose. Apparently, this was on the ground that the defendants' claim would have been for rescission and that this had been lost since the property could not be restored in the original state. But the loss of the equitable remedy does not touch the question of recovering damages, and under the circumstances this would seem to have furnished an answer to the claim. It may be that the result was due to technicalities of pleading, but otherwise it appears to be at variance with the principle governing the assignment of *choses in action*, and a fuller report will be looked for with interest.

Illegitimate Children and the Poor Law.

IT IS trite law that the word "children," whether in a statute or a will or any other legal document, does not include illegitimate offspring unless an intention to the contrary is either in terms expressed or clearly implied in the instrument itself. If a recent decision of the Divisional Court is right, however, there is at least one exception to this rule: *Guardians of Braintree Union* v. *Guardians of Rochford Union* (*Times*, November 11th). The case is one of Pauper Settlement, and—stripped of all the intricate technicalities as to "removability" which abound in cases of Poor Law Settlement—it turned upon the question whether "children" in the following section of a statute includes an illegitimate daughter. Section 1 of 9 & 10 Vict. c. 66, as repealed but substantially re-enacted by section 1 of 11 & 12 Vict. c. 3, contains the following proviso:—

> "Provided always that whenever any person shall have a wife or *children* having no other settlement than his or *her own*, such wife and *children* shall be removable whenever he or she is removable, and shall not be removable when he or she is not removable."

Now at first sight it certainly is not easy to read into these words any intention to include "illegitimate" children; indeed, the collocation of "children" with "wife" in the two occasions on which they are mentioned, would actually seem to indicate a clear intention that it should not. For legitimate children are *ejusdem generis* with "wife," but certainly illegitimate children are not so. And there exists a decision of the Court of Appeal which actually decides, on the very words of this very section, that bastard offspring are excluded: *Fulham Parish* v. *Woolwich Union* (1906, 2 K. B. 240). But in a much earlier House of Lords case (*West Ham Union* v. *Bethnal Green Churchwardens*, 1894, A. C. 230), a decision which involved incidentally a contrary interpretation, had been given, and the Divisional Court felt bound to follow the higher tribunal.

Precatory Trusts.

AS LONG as testators give expression to their wishes by stating a mere desire instead of giving a definite direction, questions will arise whether a binding trust has been created. Three things, it has been said, are necessary to constitute a trust—the property subject to it, the persons to be benefited, and the interests which they are to take (*Malim* v. *Keighley*, 2 Ves., p. 335); and the earlier view was that, where these were ascertained, words merely precatory would create the trust. But the modern tendency has been to require some clearer indication that the testator was not merely expressing a desire, but intending to create an obligation; in other words, the leaning is now against precatory trusts (*Lambe* v. *Evans*, 6 Ch. App., p. 599). In *Re Williams* (1897, 2 Ch. 12) the words "in fullest confidence" did not create a trust but there the result was assisted by ambiguity in the objects. Consequently the matter is at large, and it has to be decided on the particular will whether the testator meant to create a trust, or not (*Re Hamilton*, 1895, 2 Ch., p. 373). In the recent case of *Re Jevons* (*ante*, p. 72) SWINFEN EADY, J., acted on this rule. A testator by his will gave a legacy of £300, and by a codicil expressed his "desire" that the £300 should, on the death of the legatee, be divided, as she should think fit, amongst the daughters of another person. Here the objects and amount were defined, and it was left to the legatee to determine how the money should go

among the objects. This was, in effect, no more than a power of appointment, and the learned judge so treated it. A trust, he held, was intended of the £300, and the legatee had a power of appointment by will or by deed.

Scotland and the Law of Sales in Market Overt.

THE LAW of sales in market overt, which was fully debated in the reign of Queen ELIZABETH, has been preserved by the Sale of Goods Act, 1893, and was discussed in this country just before the Long Vacation in the case of *Clayton* v. *Le Roy*, heard in the Court of Appeal. It is stated by BLACKSTONE to be founded upon the necessary policy that those who have purchased *bonâ fide* in a fair, open and regular manner should not be afterwards put to difficulties by reason of the previous knavery of the seller. It is scarcely necessary to say that it applies only to a limited class of retail transactions, and that a sale by sample is not within the rule, which requires that the whole transaction, and not the mere formation of the contract, should take place in the market. Foreign jurists may think it strange that the law on so familiar a subject should be different in different parts of the same island, but in Scotland no such privilege is attached to sales in market overt. It has been on several occasions proposed that, at any rate as regards mercantile law, the law of England and Scotland should be assimilated. This proposal was last made in 1893, upon the consideration of the Sale of Goods Act. But Scotland was unwilling to receive, and England unwilling to relinquish, certain principles of the English law, and by section 21 it is expressly enacted that the provisions as to the rights of the buyer of goods sold in market overt shall not apply to Scotland.

The Dead Bodies of Criminals.

IT WAS formerly part of the execution of judgment of death against a prisoner that his body should be disposed of in manner directed by the Crown. It was in some cases ordered that the body should be dissected and anatomized, and in others that it should be suspended encased in an iron frame near the spot where the crime was committed. The advance in civilization has caused these practices to be discontinued, and in France in particular the dead bodies of criminals who have suffered execution are given up to their friends. This change in the practice of the courts has, it appears, led to some inconvenience. A young Italian who was recently executed at Toulon for the cold-blooded murder of an official of the police, and whose body was buried in a corner of the public cemetery, had throughout his trial been the object of much sympathy on the part of the malefactors in the neighbourhood. They accordingly regarded him as a martyr, and from time to time placed wreaths and garlands on his grave, with inscriptions extolling his virtues, and threatening vengeance on those who had in any way assisted in his conviction and punishment. The unseemly behaviour of those who took part in these celebrations led to complaints on the part of many persons who were interested in the grave spaces in the cemetery, and the body of the murderer was ordered to be exhumed and placed without anything to mark the spot in the common burying ground of the poor.

Workmen and Compensation for Accidents in the United States.

THE WORKMEN'S Compensation Act has become so familiar an institution in this country that many English lawyers may be surprised to hear that similar legislation has not hitherto been accepted by the democracy of the United States. We now learn that a Commission, appointed during the last Congress to consider the expediency of a law for the insurance of employers against accident, will shortly conclude its meetings. So far there is no appearance of opposition to the measure as sketched out by the Commission, but it is expected that it will not pass without material amendment. Hitherto there has been no proposal before the Commission to provide compensation for injuries incurred by a workman in the course of employment, but it is fully expected that when the subject is debated there will be much controversy between the representatives of workmen and employers. The same hesitation in the introduction of a law regulating compensation for accident has been experienced in France, Germany and other States on the Continent, and the English statute is regarded by many of their jurists as opposed to the interests of manufacture and commerce.

Possessory Titles and Purchasers.

IT is well settled that a possessory title may be forced on a purchaser, but whether in any particular case this will be done depends on the nature of the title; and the decision of SWINFEN EADY, J., in *Re Atkinson & Horsell's Contract* (*ante*, p. 71) is a useful illustration of the principle which is applicable in such cases. The validity of a possessory title is due to the fact that after a certain period of time the Statute of Limitations "extinguishes the right of the one party, and gives legal force and validity to the title of the other, the party in possession": *Scott* v. *Nixon* (3 Dr. & W., p. 407). Accordingly Lord ST. LEONARDS held in that case that the court would compel a purchaser to take a title depending on evidence of adverse possession. The court has to consider, he said, first, whether *de facto* a title has been made out, and secondly, whether there is sufficient evidence to satisfy the court before it obliges an unwilling purchaser to accept the title. "Whenever the right is barred by time, a good title can be made; the party in possession has the legal fee simple, and the purchaser will be bound to take such a title." As soon as the fact of the extinction of the old title is established, the title of the possessor is no longer doubtful, and the case is not within the rule that a doubtful title will not be forced on the purchaser. Of course, in ascertaining whether the old title has been extinguished difficulties may arise, but with these the court must deal, and they are no objection to the title unless it is finally left in doubt whether the old title has been extinguished or not. "It is in vain," said Lord ST. LEONARDS in the case referred to, "to seek to apply the rule as to doubtful titles to the case. The court must deal with difficulties of title. It is every day required to decide upon difficulties of conveyance, and the construction of complicated limitation; and although it is quite true that a purchaser will never be compelled to take a doubtful title, still the court must decide whether the doubt is of such a nature as may expose the purchaser to the probability of litigation and consequent danger."

In *Tuthill* v. *Rogers* (1 Jo. & Lat., p. 72), Lord ST. LEONARDS referred to his decision in *Scott* v. *Nixon*. "I was of opinion," he said, "that [as against a purchaser] it did not matter how the title was acquired if it was a good one; and as the late Statute of Limitations not only barred the remedy, but went further and in effect transferred the estate to the person who had the possession, I held that the court were bound to force the title on the purchaser; and that decision has been acquiesced in." This observation was made at a time when twenty years was the period of limitation under the Real Property Limitation Act, 1833, and after the period had been shortened to twelve years by the Act of 1874, an attempt was made in *Games* v. *Bonnor* (33 W. R. 64) to shew that possessory titles must now be scrutinized more carefully. But this view was accepted neither by PEARSON, J., nor the Court of Appeal. Counsel suggested, said PEARSON, J., "that as the period of limitation has been shortened, a title under the statute ought to be scrutinized even more carefully than formerly; but he went on to contend that unless you could prove with mathematical certainty that nothing had happened in the twelve years to bring the case within the exceptions, a title under the statute could not be made. I do not agree with that, and, if I did agree with it, I should be neglecting the statute which has shortened the period of limitation." And he referred to the rule as to doubtful titles laid down by LEACH, V.C., in *Emery* v. *Grocock* (6 Madd. 54): "In cases of presumption, if the case be such that, sitting before a jury, it would be the duty of a judge to give a clear direction in favour of the fact, then it is to be considered as without reasonable doubt; but if it would be the duty of a judge to leave it to the jury to pronounce upon the effect of the evidence, then it is to be considered too doubtful to

conclude a purchaser." The view of PEARSON, J., was supported in the Court of Appeal (Lord SELBORNE, C., Lord COLERIDGE, C.J., and COTTON, L.J.), the last-named judge saying that although the period had been reduced from twenty to twelve years, yet a possessory title, if the court were satisfied as to the twelve years' bar, ought to be forced on a purchaser. There the question related to an estate tail which had not been barred, and since, in the absence of a bar by conveyance, the bar of the statute was complete, the purchaser was compelled to accept the title. Moreover, since he had objected to take any title founded on possession, and had not merely called for evidence of possession, he had to pay the vendor's costs, notwithstanding that strict evidence was not given until an inquiry as to title had been directed.

But as a rule it is not sufficient to prove possession for twelve years. This period may be sufficient to extinguish any previous title, but there are many cases in which a longer period is necessary, and without knowledge of the earlier title a possession for so short a period as twelve years is useless. This was noticed by Lord CAMPBELL, C., in *Moulton* v. *Edmonds* (1 D. F. & J., p. 250), where he pointed out that the twenty years' limitation under the Act of 1833 had not abridged the period of sixty years for which previously a good title had to be shewn by the vendor. "There are exceptions to the bar by lapse of time, by reason of infancy and other disabilities, and the estimated duration of the life of man is still regarded as measuring the period during which the title must be proved, although attempts have been made by very distinguished persons to abridge this period, so as to facilitate the transfer of real property." These attempts were ultimately successful, and the shortened period of forty years now measures the time for which title must be shewn under an open contract, and none the less that it is a possessory title: *Jacobs* v. *Revell* (1900, 2 Ch. p. 869).

To the case put by Lord CAMPBELL may be added the very usual one of the dispossessed owner being a tenant for life. With reference to this, FARWELL, J., said in *Re Nisbet & Potts' Contract* (1905, 1 Ch., p. 401), "It is true that there are cases in which a title depending on the Statute of Limitations has been forced on a purchaser, but they are cases in which a particular objection, apparent on the face of the title as shewn, has been held to be covered by possession for the statutory period"; and after referring to *Games* v. *Bonnor* and *Scott* v. *Nixon* (*supra*), he continued: "The court in these cases adjudicated upon the existence of the suggested title; it did not compel the purchaser to take a leap in the dark."

With this qualification it is usually practicable to say whether any particular title founded on possession is one a purchaser is bound to accept. In the recent case of *Re Atkinson & Horsell's Contract* (*supra*), the title was traced from 1842, when the property passed by a general devise contained in the will of a testator who died in that year, and in 1874 A. become entitled to enter as owner in fee; but, owing to a mistake as to title, B. entered instead, and the subsequent title was traced through B. Under these circumstances the outstanding title of A. had of course been extinguished, and SWINFEN EADY, J., held that the title deduced under B. must be taken by the purchaser. Since, however, the purchaser, as in *Games* v. *Bonner* (*supra*), had not asked for evidence of possession, but had objected altogether to a possessory title, the vendor was allowed to give evidence of possession subsequently, without apparently affecting his right to costs. But it is advisable for a vendor with a title of such a nature to offer evidence of possession to the purchaser, so that the latter may have no ground for contending that a title had not been made at the commencement of the proceedings.

In the reply of the Attorney-General to a question by Mr. Martin in the House of Commons, it is stated that Lord Halsbury receives a pension of £5,000 per annum; Lord Ashbourne receives a pension of £4,000 per annum; Lord Macnaghten, Lord Atkinson, Lord Shaw, and Lord Robson receive salaries of £6,000 per annum; Lord Gorell and Lord Mersey receive pensions of £3,500 per annum; Lord Dunedin receives a salary of £5,000 per annum; and Lord Kinnear receives a salary of £3,600 per annum. There are two judges who sit in the Judicial Committee, but not in the House of Lords. They are Sir John Edge and the Right Hon. Syed Ameer Ali. They are paid salaries of £400 per annum, in addition to which they are in receipt of pensions.

Is Registration under the Yorkshire Registry Acts Notice?

THE current number of the *Law Reports* contains the report of a case decided by PARKER, J., in the Chancery Division—*Manks* v. *Whiteley* (1911, 2 Ch. 448)—which everyone interested, practically or otherwise, in the construction of the Yorkshire Registry Acts, should study carefully. The case is primarily a decision on the right of purchasers and mortgagees to have the benefit of pre-existing incumbrances which they have not expressly kept on foot. Incidentally, but as an essential part of the main decision, an important ruling has been given on the question of the effect of registration under the Yorkshire Acts, and how far such registration operates as notice.

The case as a whole is involved and difficult, but, stripped of details, the facts were substantially as follows, so far as relates to the point to be here discussed: One OGDEN in 1900 mortgaged freehold property to ACKROYD for £300, and in 1901 gave a second mortgage or charge to the plaintiff for £500, both deeds being duly registered under the Yorkshire Registry Acts, 1884 and 1885. In March, 1905, OGDEN gave a further charge over the property to ACKROYD for £172, this being duly registered. By this time the amount of the charge of 1901 was considerably reduced. In August, 1905, under an unregistered agreement, the amount by which the plaintiff's charge of 1901 had been reduced was re-charged on the property. In 1907 OGDEN sold the property to his daughter, Mrs. WHITELEY (a defendant) for £450, and the transaction was carried out by a solicitor who acted for all parties—OGDEN, ACKROYD, Mrs. WHITELEY, and a new mortgagee FARRAR, (a defendant). The solicitor, first of all, obtained £300 from FARRAR, and paid this to ACKROYD, together with a further sum of £48, at which the further charge of £172 (given in March, 1905) had, for some unexplained reason, been agreed, and on FARRAR'S behalf he received the deeds of the property from ACKROYD. A formal re-conveyance from ACKROYD to OGDEN, a conveyance from OGDEN to Mrs. WHITELEY, and a mortgage from Mrs. WHITELEY to FARRAR were then prepared, executed, and registered. OGDEN did not, however, disclose the existence of the second mortgage of 1901 made in favour of the plaintiff, and the solicitor did not search the registry, thinking it unnecessary on behalf of the new mortgagee FARRAR, and being instructed by Mrs. WHITELEY not to do so on her behalf. The plaintiff claimed that his deed of 1901 became a first charge on the property, the defence being that both FARRAR and Mrs. WHITELEY were purchasers for value without notice of the deed, and entitled in priority to it. The argument for the defendants was that the transaction should be regarded as though it had been carried out by a transfer of ACKROYD'S mortgage and further charge. PARKER, J., accepted this view, and held that FARRAR was entitled to stand first, as by transfer of ACKROYD'S mortgage of 1900; the plaintiff was next entitled under the deed of 1901, but only in respect of the reduced amount as it stood in August, 1905; Mrs. WHITELEY came next in respect of ACKROYD'S further charge of March, 1905; lastly, came the plaintiff under the agreement of August, 1905.

The gist of the decision is that ACKROYD'S mortgage and further charge were to be treated as still on foot, for the purpose of putting the purchaser and new mortgagee in the position in which they would have chosen to be put had the existence of the charge of 1901 been disclosed to them. The *ratio decidendi* led to a consideration of the Registry Act, and the connection between registration and notice.

The authority which PARKER, J., had to consider most carefully, and which he eventually held did not apply under the present circumstances, was *Toulmin* v. *Steere* (1817, 3 Mer. 210). The rule established by this case is that a purchaser paying off incumbrances out of the purchase money, with notice (actual or constructive) of other incumbrances, is not entitled to say (in the absence of expressed intention) that the incumbrances paid off are not extinguished. Now, as PARKER, J., pointed out,

this case ought logically to be applied whether the purchaser had notice or not, for where the notice is constructive only, this is the same thing, as far as expressed intention is concerned, as no notice at all. But the learned judge considered that he was justified in confining the authority of *Toulmin* v. *Steere* to cases where there was notice of some kind, and in the present case he had found as a fact that neither Mrs. WHITELEY nor her mortgagee FARRAR had any notice of the plaintiff's second mortgage or charge of 1901.

This brings us to the point at which the Registry Act impinges on the case. Should the learned judge have held that the due registration of the deed of 1901 was absolutely valueless? Or should he have held that the registration was so far equivalent in effect to notice as to make the rule established by *Toulmin* v. *Steere* applicable? At p. 457 of the report (*supra*), the effect of the registration of the deed is very shortly dealt with, thus: "Mr. W. [the solicitor] did not search the Yorkshire Registry, nor is such registry itself notice. Mr. W. having obtained the title deeds and the legal estate for the defendant FARRAR, thought it unnecessary to search on his behalf," and he was told by Mrs. WHITELEY that he need not search on her behalf.

Now it is here distinctly laid down that persons dealing for interests in land in Yorkshire may, if they choose, deliberately avoid searching the registry and still be permitted to occupy the position of a purchaser for value without notice. It is submitted that this is not the true construction of the present Yorkshire Registry Acts, whatever may be said about the Acts which, in 1884, they replaced, and which were almost identical with the Middlesex Act. The effect of registration, in its having for some purposes the effect of notice, is, in fact, one of the points of difference between the Middlesex and the present Yorkshire Acts.

The vital distinction between the Middlesex Act and the Yorkshire Acts is the same as between the Middlesex and Irish Acts, and the law on the subject of the effect of registration is so well settled in Ireland that there can be no question of the rule laid down in Irish cases applying to the Yorkshire Acts where the English and Irish enactments are similar. The most cursory examination will shew that section 14 of the Yorkshire Registry Act, 1884, contains the substance of section 4 of the Irish Act. The latter (6 Ann. c. 2, s. 4) enacts that every deed is to be "good and effectual, both in law and equity, according to the priority in time of registering . . . against all and every other deed . . ." The Yorkshire section enacts that assurances are to "have priority according to the date of registration," and goes on to state expressly that "all priorities given by this Act shall have full effect in all courts, except in cases of actual fraud, and all persons claiming thereunder any legal or equitable interests shall be entitled to corresponding priorities." The repeal of section 15 (by which registration is made "to constitute actual notice") cannot affect the construction of section 14.

The difference between the Middlesex and Irish Acts is referred to in many Irish cases. An instance is *Drew* v. *Norbury* (3 J. & Lat. 367), where the first paragraph of the headnote is: "A purchase of the legal estate for valuable consideration without notice is not a defence to a suit for the specific performance of a contract relating to the lands contained in a prior duly registered instrument." This was a judgment of Lord ST. LEONARDS. Lord REDESDALE, in *Bushell* v. *Bushell* (1 S. & L. 90), said "registry is considered as notice to a certain extent," though, of course, not for all purposes, as there pointed out. It is submitted that, at the present day, a proposing purchaser, who, in Yorkshire, refrained from searching the registry, should not be allowed to plead purchase for value without notice, as against a duly registered instrument which he might have found by search. To allow such a plea would be in direct contradiction to the principle embodied in the decision in *Re Nisbet and Potts' Contract* (1906, 1 Ch. 386). At p. 404, COLLINS, M.R., said: "He was entitled to demand a title of forty years, and . . . if he had insisted upon a title of forty years he must have had before him the existence of a covenant . . . That is equivalent to notice."

The ruling of PARKER, J., in the present case, that the registration of the deed of 1901 had not the effect of notice, and, in fact, had no effect on the priorities of the parties, is emphasized by his holding Mrs. WHITELEY entitled to priority over the unregistered agreement of 1905 in respect of her registered conveyance of 1907.

Reviews.

Income Tax.

INCOME TAX AND INHABITED HOUSE DUTY LAW AND CASES. A PRACTICAL EXPOSITION OF THE LAW, FOR THE USE OF INCOME TAX OFFICIALS, SOLICITORS, ACCOUNTANTS, &c. By W. E. SNELLING, of the Inland Revenue Department. Sir Isaac Pitman & Sons (Limited).

In Part I. the author classifies, under alphabetical headings, the statutory provisions relating to income tax and the authorities which elucidate them, and in Part II. he adopts a similar course with regard to inhabited house duty. A considerable part of the book is occupied by the Schedule to the Income Tax Act, 1842, and the rules and the cases on them are stated in a plain and serviceable manner. Thus, with respect to the questions as to when companies which carry on business abroad are to be treated as residing in this country (*De Beers Consolidated Mines* v. *Howe*, 1906, A. C. 455), and as to the liability of partners in foreign businesses who are resident here (*Colquhoun* v. *Brooks*, 14 A. C. 493), the authorities are cited and briefly stated in such a manner as to afford readily accessible information to the practitioner. With respect to the deduction of income tax from "yearly interest," the case of *Re Cooper* (1911, 2 K. B. 550) should now be added to *Goslings and Sharpe* v. *Blake* (23 Q. B. D. 324), which is cited at p. 67.

Ships.

HINTS ON THE LEGAL DUTIES OF SHIPMASTERS. By BENEDICT W. GINSBURG, M.A., LL.D. (Cantab.), Barrister-at-Law. THIRD EDITION, THOROUGHLY REVISED. Charles Griffin & Co., (Limited).

The author's aim is to provide the shipmaster with a small handbook which, in clear and non-technical language, shall explain to him the principles upon which the law that he has to obey is founded, and to give him some aid in the direction of his conduct when he is out of the reach of other advisers. Consequently there is no citation of authorities. These, Dr. Ginsburg remarks, are of no value at sea or in an emergency. He recognizes that the extension of the telegraph system has diminished the shipmaster's responsibility, and it has been said that the whole duty of the shipmaster in difficulty is to cable to his owner; but there remain occasions on which this is impracticable, and this book contains clear statements of the law applicable in such emergencies. Among other matters, it deals with the master's duty in respect of the crew, the passengers, and the cargo, and with his financial liabilities; and in regard to these liabilities the master's lien for disbursements is stated and explained.

The Final Examination.

AIDS TO THE FINAL: BEING A COMPLETE GUIDE TO SELF-PREPARATION FOR THE FINAL (PASS AND HONOURS) EXAMINATIONS OF THE LAW SOCIETY. 14TH EDITION. By ALBERT GIBSON and ARTHUR WELDON. "Law Notes" Publishing Offices.

The authors divide the course of work for the Final Examination into three periods, and state in detail the books which should be studied in each, and the practical work to which the student should attend at the same time. Test questions are also added, and advice given with respect to the period of actual examination. The appendices contain a list of important statutes and other convenient matter which the student should have at his command.

Divorce Practice.

OAKLEY'S DIVORCE PRACTICE. By WILLIAM M. F. WATERTON, Barrister-at-Law. SEVENTH EDITION. Jordan & Sons (Limited).

The fact that another edition of this well-known book on Divorce practice and procedure has been so soon called for, is sufficient testimony to its usefulness. The present volume, like its predecessors, will doubtless serve as a *vade mecum* for solicitors and managing clerks, who have to trace the many steps necessary before a petition for divorce is brought to a successful issue. The recent statutes and the most important decisions that have appeared since the last edition find a place in the volume before us. A special feature is

the placing of cases under their appropriate headings in the index—very useful to those whose time for reference is limited.

Students' Probate, Divorce, and Admiralty.

GIBSON AND WELDON'S STUDENTS' PROBATE, DIVORCE AND ADMIRALTY. SEVENTH EDITION. By the Authors, and H. GIBSON RIVINGTON, M.A., and A. CLIFFORD FOUNTAINE. The "Law Notes" Publishing Offices.

We reviewed a former edition of this book and repeat our opinion that it appears well arranged for the student, for whom it is primarily intended. Should he master the contents he will possess a good grasp of the subjects treated, and be well prepared to undertake a wider study of them. The cases have been brought up to date.

Books of the Week.

Civil Jurisdiction in Scotland.—The Principles of Civil Jurisdiction, as Applied in the Law of Scotland. By GEORGE DUNCAN, M.A., and D. OSWALD DYKES, M.A., LL.B., Advocate. William Green & Sons, Edinburgh.

Jurisprudence.—A First Book of Jurisprudence for Students of the Common Law. By the Right Hon. Sir FREDERICK POLLOCK, Bart., Barrister-at-Law. Macmillan & Co. (Limited).

Death Duties.—The Existing Death Duties: an Elementary Treatise. By RUSSELL ASQUITH WOODING, LL.B. (Lond.), Solicitor. Stevens & Sons (Limited).

Criminal Law.—The Elements of Criminal Law and Procedure, with a Chapter on Summary Convictions; adapted for the Use of Students. By A. M. WILSHERE, M.A., LL.B., Barrister-at-Law. Second Edition. Sweet & Maxwell (Limited).

English Sovereignty.—The Corporate Nature of English Sovereignty: a Dissertation. By W. W. LUCAS, B.A., Barrister-at-Law. Jordan & Sons (Limited).

Lawyers' Companion and Diary.—The Lawyers' Companion and Diary; and London and Provincial Law Directory for 1912, with Tables of Costs, New Stamp Duties, Time Tables of the Courts, Index to Practical Statutes, Public Statutes of 1910 and 1911, Legal Business of the Months, Oaths in Supreme Court, Income Tax, Land Value Duties, Estate, Legacy and Succession Duties, Legal Time, Interest, Discount and other Tables. Edited by E. LAYMAN, B.A., Barrister-at-Law. Including New Tables specially compiled by a Fellow of the Institute of Actuaries. Sixty-sixth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

Diary.—Sweet & Maxwell's Diary for Lawyers for 1912. Edited by FRANCIS A. STRINGER and J. JOHNSTON, both of the Central Office, Royal Courts of Justice. Sweet & Maxwell (Limited).

Probate.—The Practitioners' Probate Manual: Being a Guide to the Procedure in Obtaining Grants of Probate and Administration, with the Rules, Orders, and Fees, and Directions as to the Payment of Probate and Estate Duty. By CHARLES H. PICKEN. Tenth Edition. Waterlow & Sons (Limited).

Correspondence.

So-called Champertous Agreements by Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I do not know whether the attention of the profession has been called as much as it should be to the decision of Jessel, M.R. (reported 1875, 1 Ch. 573), in which that learned judge laid it down that it was champerty for a solicitor to agree with his client that he should be paid a percentage of money recovered in consideration of his agreeing that if money were not recovered he should only get his out-of-pocket expenses.

From more than thirty years' experience, I can say that it is a most common practice for clients to agree with solicitors for the collection of their debts on the terms that the solicitors shall be paid their out-of-pocket expenses in any event, and a commission on the amounts recovered; but if no sums be recovered, no profit costs are to be payable by the client. I am afraid that a large portion of the solicitors on the roll have consequently been guilty of champerty, and I know that firms in the City of the highest standing have been guilty of this offence.

I cannot see any justification for considering the ordinary arrangement such as I have indicated champertous.

I suppress my identity, and shall be glad if you permit me to sign this letter "X."

Nov. 21.

CASES OF THE WEEK.

House of Lords.

SYMINGTON *v.* **CALEDONIAN RAILWAY CO.** 16th Nov.

MINES AND MINERALS—RAILWAYS—FREESTONE—NOTICE OF INTENTION TO WORK MINERALS—COUNTER NOTICE TO LEAVE UNWORKED—COMPENSATION—RAILWAYS CLAUSES CONSOLIDATION (SCOTLAND) ACT, 1845, SECTIONS 70, 71.

The appellant claimed that he was entitled under a lease to quarry freestone rock or sandstone, as being a "mineral." The respondent railway company gave a counter notice, and claimed that in the locus *in quo freestone rock was the substratum of the soil, and was the common rock of the district in which the appellant's quarry was situated. The appellant, in reply, averred that this freestone was a red sandstone of exceptional character, adapted for the finest kinds of building work and of great commercial value.*

Held, that the question whether sandstone was in a particular locality a mineral or not was a question of fact to be ascertained according to rules laid down by the court.

North British Railway *v.* Budhill Coal and Sandstone Co. (1910, *A. C.* 16) *not followed.*

Great Western Railway *v.* Carpalla United China Clay Co. (1910, *A. C.* 83) *followed.*

Appeal by H. Symington, a quarry master at Kirkpatrick-Fleming, Dumfriesshire, against a decision of the Second Division of the Court of Session for Scotland. The appellant was the assignee of a lease, under which he had the sole and exclusive right of quarrying for and removing freestone rock upon the estate of Woodhouse within the limits defined by the lease, which purported to include the freestone under the respondents' railway. In July, 1907, and January, 1908, the appellant gave notice to the railway company of his intention to work the freestone under their railway unless he was paid compensation. The case set up by the appellant was (1) that the freestone rock was a mineral within the meaning of section 70 of the Railway Clauses Consolidation (Scotland) Act, and was therefore excepted from the conveyance to the respondents of 1852; and (2) that albeit the respondents were owners of the freestone rock in question, they had contracted to pay the appellant compensation therefor in respect of the terms of the respondents' statutory notices of the 12th of December, 1907, and the 17th of April, 1908. The respondents maintained that the averments of the appellant in his defences were irrelevant, and should not be remitted to probation, but the Lord Ordinary (Cullen), without expressing any opinion, ordered a proof before answer. The respondents reclaimed against this interlocutor, and the Second Division sustained the respondents' contentions, and granted suspension and interdict as craved. The Second Division held that the freestone rock or sandstone was part of the ordinary land of the portion of Dumfriesshire in which the quarry was situated, and that the main question in the case fell to be decided in accordance with the principles laid down by the House of Lords in the case of the *North British Railway Co.* v. *Budhill Coal and Sandstone Co.* (54 SOLICITORS' JOURNAL, 79; 1910, A. C. 116). It was also held that the averments of the appellant as to the nature and quality of the sandstone were not sufficient to take the present case out of the principles laid down in the *Budhill* decision. Their lordships further held that the appellant, having no right to work the freestone, was not entitled to compensation in respect of the respondents' statutory notices, which proceeded on the footing that the appellant had such a right.

Earl LOREBURN, C., in giving judgment, said the decision of the Court of Session seemed to amount to this, that under no circumstances could freestone be a mineral within the meaning of the statute. He could not accept that proposition. It was always a question of fact, but he should think himself it was very seldom that freestone was likely to be a mineral. But whether it was so or not had to be decided by the particular facts of the case. If the averments in the pleadings could be substantiated that this freestone was understood to be a mineral in the vernacular of the mining world, the commercial world, and among landowners, the court might come to the conclusion that this substance was a mineral. How they could treat the question, whether freestone was a mineral as a matter of law, passed his understanding. There was no method, except to ascertain these things as matters of fact, according to rules laid down by the court. He thought there ought to be proof in this case, and that the judgment of the Second Division should be reversed and the appeal allowed.

Lords ATKINSON, GORELL, and SHAW concurred, and the appeal was allowed, with costs.—COUNSEL, for the appellant, *Sir Robert Finlay*, K.C., *Hunter*, K.C. (S.G. for Scotland), and *Gentles*; for the respondent company, *Clyde*, K.C., *Morison*, K.C., and *W. Watson*. SOLICITORS, *Belfour, Allan, & North*, for *Dove, Lockhart, & Smart*, S.S.C., Edinburgh; *Borland, King, Shaw, & Co.*, Glasgow, for appellants; *Grahames, Currey, & Spens*, for *Hope, Todd, & Kirk*, W.S., Edinburgh; *Hugh R. Buchanan*, Glasgow.

[Reported by ERSKINE REID, Barrister-at-Law.]

MACKAY (PAUPER) *v.* **ROSIE.** 13th Nov.

MASTER AND SERVANT—INJURY BY ACCIDENT—COMPENSATION—ACCIDENT BEFORE THE ACT OF 1906 CAME INTO GENERAL OPERATION—MEDICAL REFERENCE—PROCEEDINGS CONSEQUENTIAL THEREON—JUDGMENT OF

COURT OF SESSION—JURISDICTION OF HOUSE OF LORDS TO HEAR APPEAL—WORKMEN'S COMPENSATION ACT, 1906, SECTION 16 (1).

The appellant, a mason, while working for the respondent, sustained injuries by accident in November, 1906. By consent the case was remitted to a medical referee to report on under the Act of 1897. Proceedings followed, in the course of which a specially constituted court of seven judges in the Second Division of the Court of Session, by a majority, decided that the sheriff substitute should have ended the compensation. The workman appealed to this House. By the Workmen's Compensation Act, 1897, a right of appeal from a decision of the Court of Session to the House of Lords is not given. By section 16 (1) of the Workmen's Compensation Act, 1906, it is provided that: "This Act shall come into operation on the first day of July, 1907, but except in so far as it relates to medical references, to medical referees, and proceedings consequential thereon, shall not apply to cases where the accident happened before the commencement of this Act. By sub-section 2 of the same section the Workmen's Compensation Acts, 1897 and 1900, are repealed, but "shall continue to apply to cases where the accident happened before the commencement of this Act except to the extent to which this Act applies to those cases."

Held, that as the accident occurred prior to the 1st of July, 1907, the proceedings were regulated by the law as it stood prior to the Act of 1906, and that the appeal from a judgment of the Court of Session, although it related to a medical referee's report, did not come within the excepting words, and therefore there was no jurisdiction to entertain the appeal.

Appeal by a workman against a decision of the Second Division of the Court of Session (reported 1910, Sess. Cas. 714). The question whether there was a right of appeal to this House in the circumstances was argued and decided in the negative. The arguments on the preliminary objection sufficiently appear from the judgments.

Lord LOREBURN, C.: I think there is no jurisdiction in this House to entertain this appeal. There was an arbitration under the Workmen's Compensation Act, 1897, in respect of an accident which happened before the Act of 1906 came into operation. Under the Act of 1897 there was no appeal to the House of Lords at all, and, therefore, had it not been for the particular interval of time during which this question has arisen, there could have been no pretence for saying that there was an appeal to this House. But then comes the Act of 1906. Now the effect of the Act of 1906 is that an appeal to this House is given in cases which come within that Act. But there is also something further in the Act of 1906. The Act of 1906 in effect provides that "so far as it relates to references to medical referees and proceedings consequential thereon" the Act of 1906 is to apply at once—that is to say, immediately upon its passing, and before the month of July, 1907, at which date the whole Act came into effect. In this arbitration a point did arise in regard to a reference to a medical referee; it was referred to a medical referee, who made his report, and that report was acted upon by the sheriff, and it is now said that because there was a reference under the Act of 1906 in the case of an arbitration which arose under the Act of 1897 the effect is to draw to that arbitration the power of appeal to this House which did not exist in respect of the arbitration as it originally was commenced. I cannot entertain the view that that is right. In my opinion accidents which happened before the Act of 1906 came into effect were governed, and are still governed, by the Act of 1897 in regard to all their incidents excepting "so far as relates to references to medical referees and to proceedings consequential thereon." I cannot think that "proceedings consequential thereon"—proceedings following upon a reference—include a judgment of the Court of Session, and accordingly, in my opinion, the contention that the power of appeal is constructively attached to a pending arbitration by virtue of those words in the Statute of 1906 cannot be supported, and the jurisdiction of this House does not exist. Accordingly the appeal will have to be dismissed.

Lords ATKINSON, GORELL and SHAW concurred. Appeal dismissed.—COUNSEL. for the employer in support of the preliminary objection. *Atkin*, K.C., *Constable*, K.C., and *J. G. Jameson* (the two latter of the Scots bar); *A. M. Anderson*, K.C., and *R. Hendry* (of the Scots bar), for the workman. SOLICITORS. *Smiles & Co.*, for *Simpson & Marwick*, W.S., Edinburgh; *E. I. Marsh*, for *J. S. Morton*, W.S., Edinburgh.

[Reported by ERSKINE REID, Barrister-at-Law.]

MORGAN *v.* WILLIAM DIXON (LIM.). 13th Nov.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—EXAMINATION OF WORKMAN BY EMPLOYERS' MEDICAL PRACTITIONER—CLAIM BY WORKMAN TO HAVE AS OF RIGHT HIS OWN DOCTOR PRESENT—WORKMEN'S COMPENSATION ACT, 1906, SCHEDULE I. (4).

A workman having claimed compensation under the Workmen's Compensation Act, 1906, was required by his employers to submit himself for medical examination. He expressed his willingness to be examined, but made it a condition that his own medical man should be present throughout the examination. It was conceded that there were no special circumstances in his case which called for the presence of his own doctor. The question whether a workman in circumstances such as above mentioned had an absolute right to insist on his own medical man being present was stated in the form of a special case as a question-in-law by the sheriff substitute for the opinion of the Second Division of the Court of Session. That court held that there was no such absolute right given to a workman, and therefore a workman's refusal to be examined unless his own doctor was present was a "refusal" within the meaning of section 4 of the First Schedule of the Workmen's Compensation Act, 1906.

So held by the House of Lords, Lord Shaw *dissenting.*

Decision of Second Division of the Court of Session (reported 48 *S. L. R.* 296, 4 *B. W. C. C.* 363) *affirmed.*

Appeal from a decision of the Second Division of the Court of Session on a question raised in the form of a special case, and stated for the opinion of the court by the sheriff substitute at the Sheriff Court, Hamilton. In the present case the applicant for compensation was a workman, a driver at the respondent's colliery at Blantyre. He said he was willing to be examined, but he wished his own medical man to be present. According to the argument addressed to the House on behalf of the employers they considered this condition unreasonable. It was said that in a large colliery their doctor on the works had so many to see that it would be almost impossible if he had to see an injured workman by appointment only with his (the worker's) doctor. It was also argued that if once it was ruled that a workman could claim "as a right" the presence of his own medical man at an examination held by the employers' doctor, the next thing would be an attempt to get the fee to the man's doctor allowed to the workman on taxation of costs. The sheriff substitute, at the request of the workman, submitted the following question for the opinion of the Court of Session: "Whether, apart from any special circumstances, in a particular case the workman is entitled to have his own doctor present throughout the examination by the medical practitioner on behalf of the employers in terms of section 4 of the first schedule to the Workmen's Compensation Act, 1906, and whether the workman's refusal to submit himself for examination unless his doctor is allowed to be present amounts to refusal or obstruction in terms of the said section." The Court of Session decided that the workman had no absolute right as claimed. That in the absence of any special circumstances the condition sought to be imposed by the workman in such an abstract case as that put forward by the special case must be held to be unreasonable. The workman appealed. The case having been fully argued:

The Earl of LOREBURN, C., in moving the appeal should be dismissed, said that the question raised in this case had been put forward in an embarrassing form, but their lordships must deal with it as it had been presented. The real question was whether the request to have his own doctor present was reasonable. But the question was put in this way, whether, apart from any special circumstances, the workman had an absolute right to impose as a condition of being examined that his own medical man should be present. In his lordship's opinion that question was really one of fact—one of reasonableness in the particular circumstances of each case. As a question of fact it was for the arbitrator to decide. Speaking for himself, it seemed to him that it would be a reasonable request in almost every case. It was not the function of any court of law sitting as an appellate tribunal, as their lordships' House was, to decide a question of fact. That was for the arbitrator, not for them. The question as stated really came to this: In the absence of special circumstances had a workman an absolute right to insist on the presence of his medical man? In his opinion there was no such absolute right given by the Act.

Lord ATKINSON expressed the same view. Whether there was an unreasonable refusal or not by imposing a condition was a question of fact. A mere request that when he was examined his own medical man should be present was not a refusal to be examined. The burden of shewing that the request was in the particular circumstances reasonable was upon the workman, and was a question of fact for the arbitrator.

Lord GORELL concurred.

Lord SHAW said he deeply regretted to have come to another conclusion, but his mind was so clear as to the decision that he could not, although it was with diffidence, have any hesitation in dissenting. He had not heard from any of their lordships anything in the nature of an abstract consideration which would make this condition unreasonable on the part of the workman. The section spoke of "refusal" or "obstruction," and provided for a cessation of arbitration proceedings if the workman was unreasonable in submitting himself for examination. Here the man consented to be examined; there was certainly no refusal on his part or obstruction. In his opinion the workman and the employer ought to be put on the same footing; and if the man wanted his medical man to be present the request should be allowed. At such an examination there might be a conflict of opinion as to the extent of the injury, and it might lead to an agreement being come to without arbitration proceedings being necessary at all if the doctors on both sides agreed. There was no provision in the Act by which the employer could be made liable to pay the workman's doctor for being present, and it was admitted in argument that no attempt had ever been made to get such a fee passed on taxation. He therefore thought that, in the absence of special circumstances against the workman's doctor being present the man could claim as a right that his doctor should be there. For himself he could see no possible objection to this. In this case legal proceedings had not been commenced, and presumably both parties desired a settlement. He thought that 95 per cent. of medical practitioners in Scotland would prefer to carry out the examination with the assistance of a doctor called and paid by the other side. Section 4 was a section applicable to that situation. Where notice had been given, and where it was desired by both parties that an amicable and reasonable arrangement should be come to, how desirable in those circumstances that this situation should be settled by both doctors agreeing

what was wrong, and what would be a reasonable remedy. He did not think that, unless it was found as a fact to be unreasonable owing to special circumstances, this House should be debarred from holding that workmen had this right.

The Earl of LOREBURN, C., at the conclusion of Lord Shaw's judgment, said: I only wish to add one sentence. According to my own opinion it is a question of fact whether or not the presence or absence of the workman's doctor is reasonable in a particular case. Your lordships are not judges of fact. That is all I intended to convey in my judgment. The appeal was accordingly dismissed.—COUNSEL, *The Lord Advocate Ure*, K.C., and *J. C. Fenton*, in support of the workman's contention; *the Dean of Faculty* (*Scott Dickson*, K.C.), and *Harold W. Beveridge* (the latter of the English bar) for the employers. SOLICITORS, *Deacon & Co.; Beveridge, Greig, & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

CALICO PRINTERS' ASSOCIATION (LIM.) *v.* HIGHAM. No. 2.
7th Nov.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—PERMANENT INJURY—TOTAL INCAPACITY—REDEMPTION—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, C. 58), SCHEDULE 1 (17).

On an application under clause 17 of schedule 1 of the Workmen's Compensation Act, 1906, by the employer, who alone has under the Act the right to make such an application, to redeem by payment of a lump sum a weekly payment that has been continued for not less than six months, the first duty of the arbitrator is, after hearing evidence, to arrive at the conclusion whether the incapacity to work, as distinct from the physical injury resulting from the accident, is or is not permanent. If the incapacity is permanent, the award must be for a lump sum, which will purchase an annuity for the workman equal to 75 per cent. of the annual value of the weekly payment, and it makes no difference whether such permanent incapacity is total or partial.

Appeal from an award of the judge of the county court of Lancaster, sitting at Ashton-under-Lyne, as an arbitrator under the Workmen's Compensation Act, 1906. The workman, a cotton spinner, met with an accident on the 5th of July, 1909, whereby he lost the first finger of his right hand and his thumb became stiff. His average weekly earnings were 29s. 3d., and he was paid half this amount as weekly compensation until the 1st of December, 1910, when the employers applied for a diminution. At the hearing of this application it was admitted that the workman would not be able to follow his old employment again, but the county court judge reduced the weekly payment to 9s. 3d., finding that the workman was "a £1 a week man." On the 15th of June, 1911, the employers applied to redeem this weekly payment by the payment of a lump sum. No further evidence as to the earning capacity of the workman was given on this occasion, but it was admitted that he had worked for some weeks with his old employers for rather less than £1 a week, and had since then gone into the business of a "chip" shop. The employers appealed from this award. The workman also appealed on the ground that the award ought not to have left an option to the employers to redeem or not.

THE COURT (COZENS-HARDY, M.R., and FLETCHER MOULTON and FARWELL, L.JJ.) referred the employers' appeal back to the county court judge for a new trial, the workman's appeal standing over generally.

COZENS-HARDY, M.R.—This appeal raises for the first time in this court a question as to the meaning of clause 17 of the first schedule to the Act of 1906. Compensation under the Act is payable where incapacity for work, whether total or partial, results from an injury. It is given in the form of a weekly payment lasting during the incapacity. Provision is made for reviewing any weekly payment at the request of either employer or workman, but there is no provision for redemption of a weekly payment except by agreement until clause 17 is reached. That clause, so far as material, is as follows: "Where any weekly payment has been continued for not less than six months, the liability therefor may, on application by or on behalf of the employer, be redeemed by the payment of a lump sum of such an amount as, where the incapacity is permanent, would purchase an annuity for the workman equal to 75 per cent. of the annual value of the weekly payment and as in any other case may be settled by arbitration under this Act." Now, three points are clear—(a) The right to redeem is given to the employer only; there is no corresponding right given to the workman to claim a capital sum. (b) This right cannot be exercised hastily. The weekly payment must have been continued for at least six months. (c) A broad distinction is drawn between an incapacity to work which is "permanent" and one which is not "permanent." This distinction may sometimes be to the benefit of the workman and sometimes to his detriment. The arbitrator has, if the incapacity is permanent, no discretion as to the amount. He cannot award less or more than 75 per cent. of the actuarial value. If it is not "permanent" the arbitrator must fix the lump sum in his discretion, having regard to the evidence before him. Apart from these three points, there are others which are by no means clear. Does the 75 per cent. apply only where there is total incapacity? I think not. It seems to me that there is no ground for holding that partial incapacity may not be "permanent." Whatever else that word may mean, it is not equivalent to total. The great difficulty is as to the meaning of the word "permanent." In reviewing a weekly payment under clause 16 the arbitrator must deal only with existing facts, and must not prophesy or speculate as to the workman's future condition. But in redeeming under clause 17 he is bound to speculate. He must not rest content with finding that the weekly payment which has been continued for six months is at the moment the proper sum. He must start with the assumption that the existing weekly payment is proper, but he must go further, and ascertain as best he can whether that payment is likely to be proper during the rest of the man's life. Is his condition stable, or is there a probability that he will get better or worse? If his condition is stable, the incapacity is "permanent" within the meaning of the clause. If it is not stable, 75 per cent. has no application. To give an example: A weekly payment of 1d., under what is known as a suspensory award, plainly could not be redeemed on the 75 per cent. basis. The suspensory award on its face indicates uncertainty as to the man's future condition. It follows that, in my opinion, the first duty of the arbitrator is, after hearing evidence, to arrive at a conclusion that the incapacity is or is not "permanent" in the sense in which I have explained the word. The problem is difficult, no doubt, but it is not beyond the wit of man. So long as the arbitrator does not misdirect himself his conclusion of fact will not be interfered with. In the present case the man lost a finger and his hand was lacerated. The physical injury, which is different from the incapacity, is undoubtedly permanent. Half wages were paid by the employers on the footing of total incapacity. In December, 1910, there was an application to review. The arbitrator, upon evidence, held that his then earning capacity was 20s. a week, and reduced the compensation to 9s. 3d. It is this reduced payment which the employers apply to redeem. It is remarkable that no evidence was adduced by either side as to the permanency of the incapacity. It was admitted that he worked for four weeks for his old employers, apparently as a labourer, and that his wages were less than 20s., since which he has carried on business at a "chip" shop. The arbitrator has awarded on the 75 per cent. basis, if the employers elect to redeem; and, whether they elect to redeem or not, has ordered them to pay the costs. Now, in my opinion, there was no evidence to justify this award. The proper issue was not dealt with by the county court judge. The applicants did not give any evidence relevant to the material issue. But as the costs have been thrown upon the applicants, I think the proper course is to send the case down for a new trial in order that the proper question may be considered and tried. The costs up to the present time must be paid by the applicants. There is a cross-appeal by the workman, who objects that the employers ought to be ordered to pay the ascertained redemption money. It has been very reasonably agreed between counsel that in the event of the judge making his award in the same form, the existing notice of appeal shall be deemed to apply to the new award. Should the new award be in a different form, the appeal may be mentioned as to costs. Meanwhile the appeal stands over generally.

FLETCHER MOULTON and FARWELL, L.JJ., delivered judgments to the same effect.—COUNSEL, *Atkin*, K.C., and *Wingate Saul; C. A. Russell*, K.C., and *Adshead Elliott*. SOLICITORS, *Rhodes & Bethell Jones; Bristow & Co.*, for *S. Bagaley*, Ashton-under-Lyne.

[Reported by J. I. STIRLING, Barrister-at-Law.]

High Court—Chancery Division.

***Re* MOORE AND HULME'S CONTRACT.** Joyce, J. 9th Nov.

MORTGAGE—MORTGAGE BY SUB-DEMISE—CONCURRENT LEASES—VALIDITY OF SECOND LEASE—LEGAL TERM—SURRENDER—SATISFIED TERMS ACT, 1845 (8 & 9 VICT. C. 112), S. 2—NOT APPLICABLE TO SUB-DEMISES OF LEASEHOLDS.

A second mortgage by demise of leasehold premises for a term concurrent with that granted under a prior mortgage is not a mere equitable charge, but passes a legal term, which is an incumbrance for the discharge of which a formal surrender under seal is necessary.

The term passed by a second mortgage by demise does not become a satisfied term under section 2 of the Satisfied Terms Act, 1845, when the money due under the mortgage is paid off without formal surrender.

This was a vendor and purchaser summons taken out by the purchaser asking for the return of deposit, and for a declaration that the vendor had failed to make a satisfactory title. The contract, dated the 1st of April, 1911, was for the sale of certain leasehold premises. By an indenture of mortgage dated the 27th of June, 1899, the mortgagor demised the said premises to mortgagees to hold the same for the then unexpired residue of the term of the lease, except the last day thereof. By an indenture of mortgage, dated the 28th of June, 1899, wherein the previous mortgage was recited, the mortgagor demised the said premises to the mortgagee, one Worrell, for the then unexpired residue of the lease, except the last day thereof, to hold the same subject to the said indenture of mortgage of the 27th of June, 1899. The sum due under the first mortgage was paid off, and the mortgage was surrendered in 1903: the sum due under the second mortgage was paid off in 1901, and a receipt was given, but the mortgage was never formally surrendered. The abstract of title supplied by the vendor to the purchaser omitted mention of the second mortgage, but the purchaser, discovering its existence, asked for a formal surrender. This the vendor refused to provide, on the ground that the mortgagee's receipt was a sufficient discharge. The purchaser accordingly refused to complete, and took out the summons. The purchaser argued that the second mortgage created a legal term, which had never been surrendered, and so constituted an incumbrance on the property, which

must be discharged by formal surrender, otherwise the title was not complete. The vendor contended that a surrender was unnecessary because the second mortgage being for a term concurrent and coterminous with that of the prior mortgage, passed no legal term: *Neale* v. *Mackenzie* (1 M. & W. 747); that it was, in fact, a mere equitable charge; further, if a term was created, as the money had been paid off, it was now a satisfied term, under the Satisfied Terms Act, 1845, s. 2, which Act applied to leaseholds as well as freeholds.

JOYCE, J., in the course of his judgment, said: The defence to this summons rests on two grounds. The first is that there was no necessity for the second mortgagee to surrender his mortgage, because no legal term or interest passed to him thereby. I think, however, that the second mortgagee by his lease got the reversion which remained in the mortgagor after he had granted the first mortgage. If the money due under the first mortgage had been paid off on the date fixed, the second mortgagee would then have had the right to actual possession. He did therefore get a legal interest. The second point is that when the second mortgagee was paid off in 1901, and gave a receipt for the money, the term granted by the mortgage became a satisfied term under the provisions of the Satisfied Terms Act, 1845 (8 & 9 Vict. c. 112). So far as I can see, the general opinion of conveyancers is that that statute has no application to the sub-demise of leaseholds, and my opinion is that they are right. The defence, therefore, to this summons fails. The summons asks for a return of deposit and a declaration that the vendor has failed to make a title, and the purchaser claims that he gave notice of rescission. It seems to me that the vendor must be allowed a reasonable time to comply with the requisition, to get a surrender of the term, and if he does so, there can be no ground for rescission.—COUNSEL, *T. R. Hughes*, K.C., and *Bertram Jacobs*, for the purchaser; *P. F. Wheeler*, for the vendor. SOLICITORS, *Indermaur & Brown*, for *T. Roberts*, Newport, Mon.; *Edridge & Newnham*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re **WEBSTER. PEARSON** *v.* **WEBSTER.** Joyce, J. 10th and 14th Nov.

WILL—CHARITABLE BEQUEST—GIFT TO NAMED INSTITUTION—INSTITUTION CEASING AT DEATH OF TESTATRIX—GENERAL CHARITABLE INTENTION—CY-PRES.

A testatrix bequeathed her property to the Ormond Home for Nurses, an institution founded and controlled solely by herself for nursing the working classes. The institution charged small fees, payable by instalments, and was entirely self-supporting. On the death of the testatrix the work ceased to be carried on, and the premises were disposed of.

Held, that the bequest was for the continuance of the work carried on by the home, which was a charitable work, and was therefore a good charitable gift, for the purposes of which there must be a scheme cy-pres.

This was an originating summons to determine whether a bequest by the testatrix was a good charitable gift. By her will the testatrix gave and bequeathed "unto the Ormond Home for Nurses any money that comes to me now from my father or will come to me from my mother. Arrangements must be made to carry on the home for the next few months; the money that comes in from the district goes towards the expenses; all debts not paid by me must be paid if necessary, a committee might be formed of (several local Chelsea doctors named)." The testatrix was a qualified midwife who set up an establishment in Chelsea which she called the Ormond Home for Nurses, where she maintained a staff of midwives who attended the wives of the working classes, not the very poor, charging fees varying from 7s. 6d. to one guinea, payable by instalments. Pupils also were taken, who paid for their board and lodging. The testatrix had a private income of about £30 per annum, and with that and the fees earned she maintained the home. On her death the home was closed, and the premises disposed of. The next-of-kin contended that the work done by the home was not a "charity" strictly, as it was a profit-making business; if it was a charity, it terminated with the testatrix, as it had no separate existence apart from her: *Re Joy* (60 L. T. Rep. 175). The Attorney-General contended it was a charitable work; that the will shewed a general charitable intention, and although the home itself was at an end, the gift should be devoted to a scheme *cy-pres*: *Re Mann* (1903, 1 Ch. 232).

JOYCE, J., stated the facts, and continued: It has hardly been seriously denied before me that what the testatrix carried on was a charitable work: its object and result were the alleviation of human suffering, but it is suggested that it is not a charity in the legal sense because of the payments made by those who received its benefits. I believe there are hospitals where the patients pay according to their means, but that does not prevent them from being charities in the legal sense, nor, in the case of a school where the boys pay a proportionate amount for their education, is that any the less a good charity. The testatrix made her will with no legal assistance, and by it made a disposition in favour of the Ormond Home for Nurses. In strictness there is no institution which could properly be called the Ormond Home for Nurses, so that if the gift be not a charitable gift it must fail. Now if the testatrix had expressly said in so many words, "I direct my property to be applied in the continuance of the work I am now carrying on at Ormond House" or "for the commencing and carrying on in Chelsea of a work similar to that which I am now carrying on, and I wish the patients treated to be charged a small sum for the benefits they receive, according to their means," she would clearly have expressed her object of providing nurses for women of the poorer classes. But if the testatrix has not said this expressly she has said it in effect. She purports to arrange for the carrying on of the home for the next few months, and gives sundry directions. She intended something to be carried on for the benefit of the patients, and not to make a profit; therefore, I come to the conclusion that this disposition is a good and valid charitable bequest, and direct a scheme *cy-pres*.—COUNSEL, *A. L. Ellis*, for the summons; *Bryan Farrer*, for next-of-kin; *C. H. Sargant*, for Attorney-General. SOLICITORS, *Ellis, Peire, & Co.*; *Treasury Solicitor*.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re **ANN SPARKES. Deceased. KEMP-WELCH** *v.* **KEMP-WELCH.** Swinfen Eady, J. 9th Nov.

WILL—CONSTRUCTION—POWER TO ADVANCE TO TENANTS FOR LIFE—HOTCHPOT.

A proviso in a will authorizing trustees, notwithstanding anything thereinbefore contained—i.e., *notwithstanding*, inter alia, *gifts of income to the children, followed by gifts of capital to the grandchildren—to apply moneys out of the capital for or towards the advancement or preferment of the children, limited to a certain amount in the case of each child, is a proviso which contemplates the bringing into account of such sums as were so advanced as against the share of the* stirps *of the child to whom such advancement was made.*

This was a summons to determine whether two sums of £1,000, which were advanced and paid to two sons of the testator, ought to be charged against shares in respect of which they were advanced or against the entire estate, which in the events which have happened had become divisible in thirds. Counsel for the sons, who had secured the advances, contended that they ought not to be brought into account as against their shares, and referred to *Upjohn* v. *Upjohn* (1844, 7 Beav. 153) and *Hewitt* v. *Jardine* (1872, L. R. 14 Eq. 59). Counsel for the remaining children argued that such advances should be brought into account against the shares of the *stirps* of those who had received them, and referred to *Silverside* v. *Silverside* (25 Beav. 340).

SWINFEN EADY, J., said: In this case the question arises whether two sums of £1,000 each which were advanced and paid to two sons of the testator so long ago as the 15th of August, 1863, ought to be charged against the shares in respect of which they were advanced or against the entire estate, which in the events which have happened is divisible in thirds. After the children have attained twenty-five years—an event which has long since happened in every case—the trustees were to pay and divide equally among them the income of the testator's trust estate for and during their natural lives, with a gift over to their respective children on their deaths. There was a proviso in the will of Ann Sparkes authorizing her trustees "notwithstanding anything hereinbefore contained" to apply moneys out of the capital for or towards the advancement or preferment in the world of her said children, with a second proviso limiting the amount to be so advanced to £1,000 to each child. Two sums of £1,000 each were advanced to her two sons. It can be proved by the accounts that they were charged 4 per cent. on these amounts, and the income was then divided on that basis, and since the death of Richard Sparkes in 1888 the trustees, on the presumption that the advancement had to be brought out hotchpot, had continued to divide the income in a similar manner. It has been urged before me that the advancement is made at the discretion of the trustees. The discretion of the trustees would certainly have been rather curiously exercised, if at the time when the advances were made to the sons no advance was made to the daughter, Mrs. Grindle, who was then a married woman with five children. But even so, the discretion was exercised for their advancement. The children of Ann Sparkes only take a life interest. The capital of the fund is given to their children. "Notwithstanding anything hereinbefore contained" means notwithstanding the fact that the capital is given to the testator's grandchildren and only the income to her children. Still, capital may be advanced to her children. That is, it may be advanced in respect of the share of which each is tenant for life. In my opinion, *Re Aldridge, Abram* v. *Aldridge* (1886, 54 L. T. 827 and 55 L. T. 566) is in point. As Kay, J., pointed out in his judgment in that case, there being eight children, the only limit he could assign to the power was in the case of each child's one-eighth share in the residue. Cotton, L. J., however, used these words: "The clause which we have principally to deal with comes immediately after the direction in the first part of his will as to the income to be paid to the testator's children, and it is in these words: "And I give a power of advancement to my trustees." I take it to be clear that the testator knew something of law, but I must say he did not know very accurately how to draw a will, if this will was of his own drawing. What did he mean by these words? There is no limit at all, nor is it said to whom the advancement is to be made. If it is to be said that these words gave a power to pay to the children sums of money, of course, the natural limit would be of one-eighth share to each child." In my opinion but for that second proviso limiting the amount to be advanced there would have been in this case power to advance out of the capital to the extent of one-third to each of the children, but the second proviso says that the amount advanced shall not exceed the sum of £1,000. I accordingly hold that these two sums of £1,000 which have been advanced to the testator's two sons are to be treated as advances made on account of the *stirps*, and are to be brought into account accordingly as against the respective shares of such sons.—COUNSEL *Micklem*, K.C.;

Dighton Pollock; J. G. Wood; A. L. Morris. SOLICITORS, *Burton, Yeates, & Hart; W. Kemp Welch.*

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* JAMES CLIFFORD'S ESTATE. MALLAM AND ANOTHER *v.* McFIE AND OTHERS.** Swinfen Eady, J. 9th Nov.

WILL—CONSTRUCTION—BEQUEST TO THE OXFORD ANGLING AND PRESERVATION SOCIETY—PURPOSE BENEFICIAL TO THE COMMUNITY—VOLUNTARY ASSOCIATION—CHARITY—PERPETUITY—WILL SPEAKING FROM THE DEATH—ADEMPTION—MONEY INVESTED IN LONDON AND COUNTY BANKING CO. SHARES—TRANSFER OF UNDERTAKING TO LONDON COUNTY AND WESTMINSTER BANKING CO.—WILLS ACT, 1837 (1 VICT. C. 26), S. 24

(1) *A gift to a society for the preservation of angling in a particular part of the Thames is not a charitable gift, and if it tends to a perpetuity, is void.*

(2) *A gift of "twenty-three of the shares belonging to me in the London and County Banking Co. (Limited)," is valid to pass ninety-two of the shares belonging to the testator's estate at the time of his death in the London County and Westminster Banking Co. (Limited), provided it is possible to identify these ninety-two shares as the equivalent of the original twenty-three shares in another form.*

This was a summons by the trustees of the will of James Clifford, deceased, asking (1) Whether a bequest of £200 to the Oxford Angling and Preservation Society was a valid bequest, as being a bequest to a charity, or was not charitable and void for perpetuity; and (2) whether the bequest to the trustees of the said will of "twenty-three shares belonging to me in the London and County Banking Co. (Limited)," has been adeemed, or whether it is a valid bequest of twenty-three or ninety-two, or any other number, of the shares belonging to the testator in the London County and Westminster Banking Co. (Limited). On the first question counsel for the Oxford Angling and Preservation Society submitted that the society was a charitable institution within the wide definition of that term at law. He read the rules, and said that one of the objects—namely, the stocking of the river Cherwell, the private water of the society, with fish—would enure for the benefit of the Thames and of the whole community, and not for the benefit of the members of the society only, as there were public rights of fishing around Oxford. He quoted from the judgment of Lord Macnaghten in *Commissioners of Income Tax* v. *Pimsel* (1891, A. C. 531, at p. 583), where he defines the legal meaning of the word "charity," and includes therein trusts for purposes beneficial to the community other than those for the relief of poverty or advancement of education or religion. He further quoted the comments of Lindley, L.J., on the *dictum* of Romilly, M.R., as to what constitutes a charity, in *Re Macduff* (1896, 2 Ch., at p. 466), and distinguished the case of *Re Nottage, Jones* v. *Palmer* (1895, 2 Ch. 649), where there was a gift over which clearly shewed an intention that the fund should be applied in perpetuity; there was no gift over in the present case. Secondly, the society was a voluntary one, and could dissolve and divide its funds at any time, and as such a gift to it was good; see *Cocks* v. *Manners* (1871, 12 Eq. 574), *Re Clarke* (1901, 2 Ch. 110), *Re Bowes* (1896, 1 Ch. 507), and *University of London* v. *Yarrow* (1 De G. and J. 72). Thirdly, where there was a good charitable gift (including other purposes), and the trustees had a discretion, they could exercise that discretion *ejusdem generis*, and the gift would be good; see *Re Piercy, Whitwham* v. *Piercy* (1898, 1 Ch. 656). Counsel for the residuary legatees argued that the charitable object must be the direct object. Here the direct object was clearly not charitable. The case of *Re Piercy* (*supra*) is not in point, for there all the objects were charitable. He referred to *Ellis* v. *Selby* (1836, 1 My. & Cr. 286). The question of the ademption of the London and County Banking Co. shares was next argued. Counsel for the legatees of the shares argued that they could be followed quite distinctly, and that therefore the whole ninety-two shares passed, the twenty-three shares having been merely subdivided into ninety-two, and he relied on the case of *Re Greenberry, Hops* v. *Daniell* (1911, SOLICITORS' JOURNAL, 633). Counsel for the residuary legatees argued either that only twenty-three of the shares as at present existing passed, or that the bequest was adeemed altogether. In support of the former proposition he read section 24 of the Wills Act, 1837, which says: "Every will shall be construed with reference to the real estate, and personal estate comprised in it to speak and take effect as if it had been executed immediately before the death of the testator, unless a contrary intention shall appear by the will." In this case no contrary intention appeared by the will: see *Re Slater* (1907, 2 Ch. 665), *Re Gillens, Inglis* v. *Gillins* (1909, 1 Ch. 345), *Goodlad* v. *Burnett* (1855, 1 K. and J. 341), and *Re Gray, Dresser* v. *Gray* (1887, 36 Ch. D. 205). And in support of his proposition that the legacy had been adeemed, because the London and County Banking Co. (Limited), no longer existed, counsel referred to *Re Gibson, Matthews* v. *Foulsham* (1866, L. R. 2 Eq. 669), and *Re Lane, Luard* v. *Lane* (1880, 14 Ch. D. 856).

SWINFEN EADY, J., said: The first question on this summons is as to the validity of a bequest in the will of James Clifford, which is as follows: "I bequeath to the Oxford Angling and Preservation Society the sum of £200, free of duty, *on condition* that Mr. George Mallam, or the president thereof for the time being, and the committee of the society undertake to invest and keep the same invested in his or their names as capital money, and to apply the income or dividends to arise therefrom to the purpose of restocking their waters, or to such other purpose as the president or committee for the time being shall resolve upon." The residuary legatees say the bequest is invalid, as it is not charitable, and tends to a perpetuity. Counsel for the charity contends that it is a valid charitable bequest, or, if not charitable, a valid bequest to a voluntary society, which could dissolve at any time. Mr. Mallam, in his affidavit, says that the society is an incorporated association of residents in the district of Oxford interested in angling with the object of preserving the sport of angling, acquiring waters and restocking such waters with fish. Another affidavit says that the operations of the society are highly beneficial to the public generally, as tending to preserve an important form of recreation. The objects of the society are laudable: Rule 10 sets out that no person who sells his fish shall be allowed in the society, but the immediate object of the society is the preservation and improvement of certain private waters belonging to the society for the benefit of its members, and although some benefits might ultimately accrue to the public generally, the legacy cannot be supported on the ground that the society is a charitable society, or as a charitable gift. [The learned judge quoted from the judgments of Lindley, L.J., in *Re Nottage, Jones* v. *Palmer* (1895, 2 Ch., at p. 655), of Wickens, K.C., in *Cocks* v. *Manners* (1871, 12 Eq., at p. 585), and of Byrne, J., in *Clarke* v. *Clarke* (1901, 2 Ch., at p. 114), and proceeded:] I especially emphasize the fact that the gift was made to the society on condition they employed it in a certain way. That condition makes the gift tend to a perpetuity, and as I hold it is not for charitable purposes, the gift is void. The second question which I have to consider is as to what is the effect of the following gift: "I give and bequeath to my trustees twenty-three of the shares belonging to me in the London and County Banking Co. (Limited)," upon certain truste. At the date of the will the testator was possessed of 104 shares of £80 each, with £20 paid up. After the date of the will the London and County Banking Co., owing to amalgamation, became the London County and Westminster Banking Co., and made a new issue of capital, and subdivided its shares, which were £80 shares, with £20 paid up, into shares of £20 each, with £5 paid up. The testator's shares were, like all the others, so divided, and it does not appear that he bought or sold any shares. At the date of his death he had 416 shares of £20 each. It is manifest that neither a change of name nor a further issue affects the constitution of the company. It is argued on behalf of the residuary legatees: First, that this legacy is adeemed, as the shares are no longer existent; secondly, that if there is no ademption, the legacy only operates to pass twenty-three of the present London County and Westminster Banking shares. In my judgment there is a contrary intention here. The bequest is a specific bequest of "twenty-three of the shares belonging to me," and is not capable of increase or diminution. It is not like a bequest of "my shares in the London and County Bank." In that case, of course, the will would speak from the death, but that is not the case here. [After referring to *Goodlad* v. *Bennett* (1855, 1 K. and J. 347), and *Re Slater, Slater* v. *Slater* (1907, 1 Ch., at p. 670), he continued:] Here I apply the test laid down by the Master of the Rolls in *Re Slater* (*supra*), where he said: "You have to ask yourself, Where is the thing that is given? If you cannot find it at the testator's death, it is no use trying to trace it unless you can trace it in the sense that you find something that has been changed in name and form only, but which is substantially the same thing." In my judgment, where the shares can be so clearly traced as in this case, there is no question of ademption, consequently the legacy is good to pass ninety-two of the shares in the London County and Westminster Bank.—COUNSEL, *Staner; Aubrey Spencer* and *Tomlin.* SOLICITORS, *Stow, Preston, & Lyttleton,* for *George Mallam & Son,* Oxford.

[Reported by L. M. MAY, Barrister-at-Law.]

STAFFORDSHIRE AND WORCESTERSHIRE CANAL NAVIGATION *v.* BRADLEY. Eve, J. 15th Nov.

FISHERY—CANAL—RESERVATION TO LANDOWNERS OF RIGHT TO FISH—RIGHT TO USE TOWING PATH—RIGHT APPURTENANT OR IN GROSS—RIGHT PASSING UNDER GENERAL WORDS IN CONVEYANCE—6 GEO. 3, C. XCVII.

By a private Canal Act it was provided that the owners of land through which the canal was made should be entitled to a right of fishery in the canal, but so that the towing path should not be thereby prejudiced or obstructed. Part of such land was in 1845 *conveyed to a purchaser, who leased the fishery to a club, of which the defendant was a member.*

Held that the right to fish carried with it the right to use the towing path.

Held also that the fishery was a fishery in gross and did not therefore pass under the general words in the conveyance of 1845.

Chesterfield *v.* Harris (1908, 2 *Ch.* 397) *applied.*

This was an action for a declaration that the defendant was not entitled without the consent of the plaintiffs to fish in the plaintiffs' canal from the towing path. By an Act of 6 Geo. 3, c. xcvii., it was provided that the owners of land through which the canal was made should be entitled to a right of fishery, but such right was not to be exercised so as to prejudice or obstruct the towing path. By a deed of 1845 part of the land through which the canal was made was conveyed to the Earl of Shrewsbury, but no express mention was made in such deed of the fishery. Recently the Earl of Shrewsbury purported to grant a lease of the fishing in question to the Stoke-upon-Trent Angling Society, of which the defendant was a member. In August 1910 the defendant, without the leave or licence of the plaintiffs, entered upon the towing path, and fished in the canal from the towing path. The plaintiffs alleged that the fishery was a fishery in gross, and did not therefore pass under the general words contained in the conveyance of 1845.

EVE, J.—The plaintiffs are owners of a canal, and by this action they claim a declaration that the defendant is not entitled to use the towing path for fishing, and they ask for an injunction. The defendant asserts a right to enter on the towing path, and the question to be decided is whether he has such a right. *Primâ facie*, his entrance on the towing path is a trespass. But he seeks to justify it on the ground that as a member of the Stoke-upon-Trent Angling Society he is entitled to the benefit of a lease of the fishery granted by the Earl of Shrewsbury to the society. That contention involves three questions: (1) Whether the right to fish carries with it the right to use the towing path; (2) whether those rights were vested in Lord Shrewsbury under the deed of 1845; and (3) whether those rights could be the subject of the lease. With regard to the first point the defendant relies upon section 74 of 6 Geo. 3, c. xcvii., the Act under which the canal was constructed. By that section it was provided that the owners of land through which the canal was made should be entitled to a right of fishery. Such a grant would not of itself carry with it the right to enter on the towing path except, perhaps, where the right could not otherwise be exercised. Then the section goes on to say that the right to fish shall not be exercised so as to prejudice or obstruct the towing path, and it is said that that implies a right to enter. The plaintiffs, on the other hand, say that such a right, if intended to be given, would not have been left by the Legislature to be implied, and they point to other sections of the Act as tending to support that contention, but I do not think those other sections are *in pari materia*. Not much assistance is to be derived from other parts of the Act, and I am left to construe section 74 by the wording of the section itself and the surrounding circumstances. One of such circumstances is the difficulty of fishing in places except from the towing path, and another is that the section was inserted in the Act for the benefit of the landowners and cannot therefore be supposed to confer an illusory privilege. Taking all the circumstances into consideration I come to the conclusion that the Act does confer a right to use the towing path for the purpose of exercising the right of fishery, and therefore the defendant succeeds on the first point. As to the second point it is necessary to ascertain what was the right conferred by section 74. It was a right to take fish from the canal. Is that a right capable of being made appurtenant to the land? The answer to that question is to be found in *Chesterfield* v. *Harris* (1908, 2 Ch., at p. 410), where the Master of the Rolls says: —"I think our law does not allow such a *profit à prendre*. It is claimed not as a right in gross, but as a *profit à prendre* in a *que* estate or in other words as appurtenant to land. Apart from authorities the very idea of a *que* estate seems to involve some relation between the needs of the estate or its owner and the extent of the *profit à prendre*. A right in an indefinite number of people to take a *profit à prendre* without stint and for sale must tend to the entire destruction of the property." Now here the only relation between the owner and the *profit à prendre* is the area determined by the frontage to the canal. That is not the sort of relation referred to by the Master of the Rolls. I think therefore that this fishery was a fishery in gross, and not appurtenant or reputed to be appurtenant to the land. Was Lord Shrewsbury clothed with this right? It is said that it was swept in by the general words of the deed of 1845. I cannot hold that the right passed under that deed. The chain, therefore, of the defendant's contentions breaks at the second point, and that really disposes of the case. The result is that the defendant cannot justify his entrance on the towing path, and that the plaintiffs are entitled to a declaration and injunction with costs.—COUNSEL, *P. O. Lawrence*, K.C., and *Stuart Moore*; *Sanderson*, K.C., and *Gerard Sandars*. SOLICITORS, *Ullithorne, Currey, & Co.*, for *Neve, Thorneycroft, & Co.*, Wolverhampton; *Norris, Allens & Chapman*, for *R. T. Adderley*, Longton.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

CHESTERTON *v.* **GORDON.** Div. Court. 8th November.

ELECTION LAW—PARLIAMENTARY REGISTRATION APPEAL—SERVICE FRANCHISE—MASTER RATED AND PAYING RATES—OBJECTION ON THAT GROUND—REPRESENTATION OF THE PEOPLE ACT, 1867 (30 & 31 VICT., C. 107), S. 7—POOR RATE ASSESSMENT ACT, 1869 (32 & 33 VICT., C. 41), SS. 3 & 4—REPRESENTATION OF THE PEOPLE ACT, 1884 (48 & 49 VICT. C. 3), S. 9 (8).

A servant otherwise entitled to the service franchise does not lose his right to the franchise because his master is rated for the dwelling-house he occupies and pays the rates.

Case stated by a revising barrister. A claimant claimed to have his name inserted in Division II. of the occupiers' list in virtue of his occupation of The Hall Lodge, Swindon, as servant of a Mr. Moxon, of Swindon Hall. Mr. Moxon was rated for Hall Lodge, and paid the rates. Objection was taken to the claim on the ground that the claimant was not rated for Hall Lodge, and did not pay the rates. Apart from this point—as the barrister found—the claim was good. By section 9 (8) of the Representation of the People Act, 1884, where a man inhabits a dwelling house by virtue of any service and is deemed for the purposes of the Act and of the Representation of the People Acts to be an inhabitant occupier of such dwelling house as a tenant, and "another person" is rated, or liable to be rated, for such dwelling-house, the rating of such "other person" shall for the purposes of this Act and of the Representation of the People Acts be deemed to be that of the inhabitant occupier. One of the qualifications in section 3 of the Representation of the People Act, 1867, for the occupation franchise is that the claimant "has during the time of such occupation been rated as an ordinary occupier in respect of the premises so occupied by him within the borough to all rates (if any) made for the relief of the poor in respect of such premises." But by section 7 of the same Act:—"Where the dwelling-house or tenement shall be wholly let out in apartments or lodgings not separately rated, the owner of such dwelling-house or tenement shall be rated in respect thereof to the poor rate." Provision is also made in the Poor Rate Assessment and Collection Act, 1869, for the owners of certain tenements who agree to pay rates and are allowed a commission being rated instead of the occupiers. The objector contended that as the case of the claimant did not come within either of these exceptions, the objection was good on the grounds that the claimant was not rated to the poor rate, and that the words in section 9 (8) of the Act of 1884 "another person" referred to a person coming within the two above-mentioned exceptions. The claimant contended that by the express terms of section 9 (8) of the Act of 1884 he was to be deemed to be rated, and so satisfied the terms of section 3 of the Act of 1867. The revising barrister held that on the authority of the decision in *Kent* v. *Fittall* (*No.* 4) (27 T. L. R. 564) he was bound to uphold the objection. The claimant appealed.

DARLING, J., having stated the facts, said that if they looked at section 9 (8) of the Act of 1884 the effect of it was that the rating of Mr. Moxon was to be deemed that of the claimant unless the words in that section "another person" meant a person coming within the exceptions in section 7 of the Act of 1867. In his opinion section 7 did not apply to this case; it only applied where the owner was rated instead of the occupier. Mr. Moxon was not rated instead of the occupier, for he was himself the occupier through his servant, the claimant. In his judgment the claimant came within the express terms of sections 3 and 9 (8) of the Act of 1884, and therefore he was to be deemed to be an occupier, and he was to be deemed to be rated. The appeal would be allowed.

HAMILTON, J., and BANKES, J., concurred.—COUNSEL for the appellant, *Duddy*. SOLICITORS, *Bull & Bull*; the respondent, the Clerk to the County Council of Gloucestershire, was not represented.

[Reported by C. G. MORAN, Barrister-at-Law.]

Solicitors' Cases.

***Re* G., A SOLICITOR.** *Ex parte* **THE LAW SOCIETY.**
Div. Court. 8th Nov.

SOLICITOR'S INTEREST IN DEBT COLLECTING COMPANY—COMPANY ADJUNCT TO SOLICITOR'S BUSINESS—REMUNERATION BY PERCENTAGE OF DEBT RECOVERED—CHAMPERTY.

It is professional misconduct for a solicitor to carry on a debt collecting Company as an adjunct to his practice as a solicitor, and the receipt by him, through the agency of such company, of a percentage upon debts recovered is champertous.

This was a solicitor's case. The facts appear from the headnote and from the judgment of Darling, J., *infra*.

DARLING, J., in the course of his judgment, said: The respondent, a solicitor, had a complaint preferred against him, which was heard by the Law Society, and the committee which investigated the matter found that the respondent was cognisant of and party to the formation of the Debt Collecting Co. called P's Agency (Limited), and that he financed that company and controlled its affairs, and that he did so with a view to its employment by him as an adjunct to his business as a solicitor. They also find: "That, by the agency of the company, the respondent systematically solicited debt collecting business, and that he did so without disclosing his connection with the company and with a view to procuring for himself the business of recovering the debts." They also find: "That the terms upon which the respondent, by the agency of the company, solicited debt collecting business, and upon which he is proved to have conducted the proceedings in the two actions mentioned in this report, were champertous." They report that he has been guilty of professional misconduct. I think myself that the findings of the committee are entirely supported by the evidence. The kind of business which was carried on by this P's Agency (Limited) was designed practically solely for the advantage of the respondent. He had a very considerable financial interest in it. P was merely a nominee of his, who held shares which were bought and paid for by the respondent, and held to his advantage, and practically the agency existed for the purpose of bringing business to the respondent which he could conduct as a solicitor. This is found by the Law Society to be professional misconduct. But there was something else. The terms on which he conducted the business were such that they amounted to champerty in law. . . . This case absolutely comes within the definition of champerty, as it was given in the anonymous case called *Re The Attorneys and Solicitors Act*, 1870 (1 Ch. Div. 573), where Jessel, M.R., said: "I may, however, say, for the guidance of the parties, that the agreement is, in my opinion, pure champerty, as it gives to the solicitor, in the event of success, what is equivalent to a tenth part of the property to be recovered." Now here this solicitor had a distinct interest in the amount which he would recover. His

commission for bringing the action was to be governed by the amount recovered. It is perfectly plain, upon the uncontradicted facts which were laid before the Law Society, that he tried to get the costs out of the defendants, in addition to the commission which he would receive from this debt collecting agency, which was practically a thing carried on in his own office and with his own money. He would receive something from the plaintiffs and what he could get from the defendants as well. It was champerty. I therefore come to the conclusion that he was guilty of professional misconduct in all the respects in which he has been found guilty of it by the committee of the Law Society. . . . The order of the court is that he be suspended for twelve months and pay the costs of the inquiry and of this motion."

HAMILTON and BANKES, JJ., delivered judgments to the same effect.—COUNSEL, *Tyrrell Paine*, for the Law Society; *Bairstow*, K.C., and *A. H. Marshall*, for the complainant; *C. Dwyer*, for the respondent. SOLICITORS, *S. P. B. Bucknill; Miles, Hair, & Co.*, for *C. H. Haddon*, Harrogate; *the respondent*.

[Reported by WHITFIELD HAYES, Barrister-at-Law.]

Re **C., A SOLICITOR.** *Ex parte* **THE LAW SOCIETY.**
Div. Court. 9th Nov.

SOLICITOR—ATTEMPT TO OBTAIN INFORMATION FROM BOOKS OF A COMPANY—OFFER OF REMUNERATION TO COMPANY'S SERVANT.

A solicitor who endeavours to obtain information as to unclaimed stocks and dividends of a company by an offer to remunerate a subordinate servant of that company, in return for the information desired, is guilty of professional misconduct.

This was a solicitor's case. The facts appear from the headnote and from the judgment of Darling, J., *infra*.

DARLING, J., in the course of his judgment, said: I think the facts proved before the committee of the Law Society amount to this: that the respondent was not genuinely acting as a solicitor instructed by an independent client at all. He had entered into an arrangement with a man called L, that this L should have a seat in his office. L described himself as the respondent's clerk "not altogether" . . . "partly his clerk and partly his client." They set to work together (as the Law Society committee find) to get hold of information about unclaimed funds in the hands of limited companies, and then, having got that information, they would find, if they could, a claimant (and I am not saying that they did not find a person who was really entitled to the funds), and that person getting the funds remunerated L, and L then became a client of the respondent and remunerated the respondent. In the course of this, in order to get information, the respondent wrote this letter to a man named M, the head messenger of the B—— Company: "Dear Sir,—We want to see you upon a matter of business which we prefer to discuss at a personal interview. Beyond stating that the business referred to may be very remunerative to yourself, we can say nothing. Please name an appointment when you can see us." The matter laid before M by the respondent was this: that he should search the company's books and ascertain what the respondent might wish to know; he should communicate that information to the respondent, and thereupon the respondent would pay him. Now what is the respondent's own justification for it? He says this: "A man does not get information from these multi-millionaire companies without going some way off the line to do it." Off what line? Off the line of honest professional conduct. But he goes on: "I know these companies sit on other people's moneys in a manner absolutely dishonest, and you must use strong measures." What does that mean? It means the companies are dishonest (I am not saying they are, but that is his contention), therefore I may be dishonest, and that is professional. The Law Society find this acting together of these men for this purpose, and this attempt, in the course of their business, to obtain this information by clandestine and dishonest means is unprofessional conduct in a solicitor, and I entirely agree with the Law Society. I think it does amount to unprofessional conduct, and the respondent should be punished by an order of the court that the respondent be suspended from practice for six months and pay the costs of this inquiry.

HAMILTON and BANKES, JJ., agreed.—COUNSEL, *Tyrrell Paine; J. P. Valetta*. SOLICITORS, *S. P. B. Bucknill; the respondent*.

[Reported by WHITFIELD HAYES, Barrister-at-Law.]

Re **D., A SOLICITOR.** *Ex parte* **THE LAW SOCIETY.**
Div. Court. 10th Nov.

SOLICITOR—PARTNERSHIP WITH UNQUALIFIED PERSONS—"TOUTING" AMONGST PRISONERS.

A solicitor purported to act for, and subsequently to employ, unqualified persons. He allowed them to carry on a business in his name, in the course of which they solicited money from the friends of prisoners, and obtained permission to see prisoners awaiting trial, with offers of legal assistance. The solicitor exercised no supervision over them, but received various sums as his share of profits.

Held, that the solicitor was guilty of professional misconduct.

The respondent D, a qualified solicitor, agreed to act for F, who was carrying on business as the North London Legal Aid Society, and subsequently took F into his employment as clerk, together with one R. F and R opened an office and practised under the name of the respondent, signing his name to letters and to the endorsements on cheques. Letters so signed were sent to the friends of prisoners requesting money for their defence, and, by a similar use of the respondent's signature, permission was obtained to visit prisoners awaiting trial, with offers of legal assistance. The respondent did not exercise any supervision over F and R, but attended, from time to time, at their office and received small sums as his share of profits. F and R were subsequently tried at the Central Criminal Court and convicted, *inter alia*, of unlawfully conspiring together and falsely pretending that R was a solicitor. The committee of the Law Society found that the respondent had been guilty of professional misconduct within the meaning of the Solicitors Act, 1888. In the present application the respondent was not represented.

DARLING, J., in the course of his judgment, said: The conclusion of the Law Society's committee was that the respondent put F and R into a position in which they had the opportunity of committing frauds on the public of the nature of those for which they were convicted, and enabled them to tout for business in the manner to which exception is taken. . . . Some solicitors, and touts who are not solicitors, do contrive improperly to get permission to see prisoners by pretending that they are instructed by relatives. The whole practice is one which, if the courts can put a stop to it, must be put a stop to. This solicitor is found by the committee to have put R and F into a position in which they had an opportunity of committing frauds on the public. . . . His conduct came before the Law Society, and they made their report, and with the opinion therein expressed I agree. The decision of the court is that he be struck off the roll of solicitors, and pay the costs of this inquiry.

HAMILTON and BANKES, JJ., agreed.—COUNSEL, for the Incorporated Law Society, *Tyrrell Paine*. SOLICITOR, *S. P. B. Bucknill*.

[Reported by WHITFIELD HAYES, Barrister-at-Law.

Probate, Divorce, and Admiralty Division.

In the Goods of **TOSCANI, Deceased.** Bargrave Deane, J.
20th Nov.

PROBATE — WILL — EXECUTOR RENOUNCED — SUBSEQUENT GRANT OF LETTERS OF ADMINISTRATION TO HIM AS CREDITOR.

After an executor had renounced probate of a will the Court made a grant of letters of administration with the will annexed to him as a creditor.

Applications for a grant of letters of administration with the will annexed to an executor as creditor, he having already renounced probate. It appears that Tito Hector Graham Toscani, late of Sackville-street, Piccadilly, died on the 4th of December, 1910, leaving a will, dated the 1st of December, 1909, to which he appointed Charles Andreae sole executor. The said Charles Andreae renounced probate of the will. On the 9th of February, 1911, letters of administration with the will annexed were granted to Letilia Toscani Weeks, a widow, the deceased's mother. After having intermeddled with the estate, she died on the 28th August, 1911, intestate, and without any known relative. On the 19th September, 1911, a citation was advertised, by order of the registrar, calling upon the next-of-kin (if any) to accept or refuse letters of administration with the will annexed to the estate of the deceased Toscani or shew cause why the grant should not go to Charles Andreae as a creditor of the estate. No appearance had been entered, nor had any replies been received to the advertisement. The amount of the unadministered estate was £1,295 14s. 2d. [DEANE, J., referred to *In the Goods of Richardson* (1 *Sw. & Tr.*, 515, and *In the Goods of Morrison* (9 *W. R.* 518, 2 *Sw. & Tr.*, 129).] Counsel cited *In the Goods of Wheelwright* (27 *W. R.* 139, 3 *P. D.* 71), the headnote of which ran "H.P.W., sole executrix and universal legatee, renounced her rights as such to the grant of letters of administration, which was accordingly made to G.W., one of the next-of-kin. Upon the death of G.W., intestate and insolvent, H.P.W. was allowed to retract her renunciation as universal legatee, and take a grant of letters of administration *de bonis non*."

BARGRAVE DEANE, J.—The applicant never renounced as creditor, and therefore he may take a grant *de bonis non* in that capacity.—COUNSEL, *Willock*. SOLICITORS: *Cohen, Dunn, & Co.*

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

The Corporation of the City of London are much annoyed with the Middle Temple. In the Corporation's report on the Day Census they state, says the *Times*, that with but one exception they met with assistance and courtesy from all with whom they had been in communication, the exception being the Middle Temple. From the Inner Temple every assistance was received, a member of the staff being placed at the Secondary's disposal to deliver and collect the forms, and the work was most satisfactorily carried out. The Middle Temple authorities declined to afford any help. The Secondary engaged a man to do the work, but this man was intercepted while delivering the forms, and even prohibited from collecting the few he had delivered before he was stopped. No return, therefore, could be made in respect of the Middle Temple, except approximately, and it is not included in the figures in the city's report.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 1st and 2nd November, 1911.

A candidate is not obliged to take both parts of the examination at the same time.

FIRST CLASS.

Cox, Harleigh
Duckworth, George Reginald Joseph
Yates, Harold

PASSED.

Ashton, Albert Lees
Atkinson, Arthur
Barrett, Arthur Leslie
Beardsley, Frank
Bell, Cecil Charles
Bingham, Leonard
Brown, William Leonard
Butler, Allan
Carter, Charles Coplestone
Dolden, Alfred Stuart
Doulton, Jack Mildred
Drinkwater, Charles France
Elias, Edward
Enever, Frank Alfred
Gattie, Kenneth Francis Drake
Halkyard, Alfred
Haward, Cecil Percy
Kennedy, John
Knight, Alfred Gordon, B.A. (Cantab.)
Knowles, Henry
Lake, Walter Ivan, B.A. (Cantab.)
Locke, John Wadham Marjoribanks Courtenay
Lucas, Alfred Eyre Owen, B.A. (Cantab.)
Lugg, Albert Samuel
Matthews, Cyril Vincent
Middleton, Harold Hazelgrove
Morris, Charles John
Oldfield, Percy Bertram Boyd
Reed, Reginald Evelyn Francis
Robson, Norman Spottiswoode
Rose, Eric Dudley
Selway, Harry Oliver
Sharman, John
Sparke, Eric
Stuchbery, William Owen Cecil
Taylor, Joseph
Thomas, Charles
Tizard, Wilfred Henry
Twort, Albert Edwin
Vine, Bernard Theodore, B.A. (Cantab.)
Webster, Bernard Percy
Williamson, David Arnot
Winter, John George Frederick
Yates, Arthur Blacklock

THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY :—

Appleyard, Claude Peters
Archer, John
Benton, Frank Bayfield
Blake, John Humphrey, B.A. (Oxon.)
Bretherton, Arthur Augustus
Burrell, Raymond Francis Topham
Burrows, Arthur Cecil
Cane, Frank Cuthbert
Corrie, Guy Temple, B.A. (Cantab.)
Court, William
Crabtree, James Parker
Crofts, John Cecil
Drabble, Archibald Stanley
Dyer, Herbert
Evans, Francis Vaughan
Farrant, Sidney George
Firth, William Henry
Foskett, Noël
Francis, William Richard
Gowland, Thomas Stockton
Graham, Joseph Bramwell
Groves, Lyndhurst George
Hackett, Percy James
Hall, Ernest Jesse
Hanson, Walter Herbert
Harrison, Thomas Dalkin, B.A. (Oxon.)
Hay, John Heriot, B.A. (Oxon.)
Holt, Oliver William
Holyoake, Arthur Valentine
Jackson, Vincent Harry Orwell
Lawrence, Idwal Thomas
Ledward, Jocelyn Charles, B.A. (Oxon.)
Lee, Charles William
Linder, Sam
Lucas, William Herbert
Morgan, Edward Stanley Parker
Morgan, John Walter Rees
Norden, Horace Montague
Platt, Frank
Prince, Hugh
Richards, William John
Richardson, Roland Alexander
Rust, Arthur Arnold, B.A. (Cantab.)
Selman, Arthur Philip
Sharp, Aubrey Temple
Stanford, Herbert Claude, B.A. (Cantab.)
Thomas, Edwin Sydney
Thompson, Alan Brodrick, B.A. (Cantab.)
Vaughan, Reginald Bowman, B.A. (Cantab.)
Wade, Hugh Robert
Wansbrough, Gilbert Dyke
Watts, Walter Frederick
Williams, Godfrey Edgar Mostyn

No of Candidates ... 170. Passed ... 100.

THE FOLLOWING CANDIDATES HAVE PASSED THE ACCOUNTS AND BOOK-KEEPING PORTION ONLY :—

Bacon, William George
Baddiley, Raywood William
Bevan, Thomas Edward
Bird, Stanley Treadgold
Boustred, Ernest Stanley
Boyle, Alan Anderson
Burne, Christopher Haworth, B.A. (Oxon.)
Cardwell, Henry, M.A. (Victoria)
Carlisle, Charles Valentine, B.A. (Oxon.)
Carr, Ralph Sampson, LL.B. (Lond.)
Collis, Frank Reginald
Crockford, Leslie Charles, B.A., LL.B. (Cantab.)
Croysdale, Thomas Percy, B.A. (Oxon.)
D'Angibau, William Edward
de Rougemont, Gerald Lisle Alexander, B.A. (Oxon.)
Dickson, Joseph William Edmund, B.A. (Cantab.)
Dudding, Lawrence Stanley
Farrell, Hugh, B.A., LL.B. (Cantab.)
Felce, Francis Charles
Field, David
Forster, William Oxley
Fripp, George Christie
Gay, Alfred William, LL.B. (Lond.)
Gibson, Geoffrey Currey, B.A. (Oxon.)
Gould, Herbert Frederick, B.A. (Cantab.)
Hall, Arthur William Gane
Hare, Maurice Evan, B.A. (Oxon.)
Harfield, Douglas Harry Bernard
Harland, Charles Cecil, B.A. (Oxon.)
Hickman, Terence, B.A., LL.B. (Cantab.)
Hodgkins, James Percy
Hudson, Richard Arthur
Hughes, Percy Bartlett, LL.B. (Liverpool)
Humbert, Ernest Graham Johnston, B.A. (Oxon.)
Ingham, Reginald Thomas
James, Harold Gwynne
Jamieson, John Percival, B.A. (Oxon.)
Kelley, William Henry
Knight, Reginald Coldham
Knott, Roger Birkbeck, M.A., LL.B. (Victoria)
Lark, Walter James
Ledbrook, William Haines
Lenton, Frank Donald
Longden, Frederick Cecil, B.A. (Durham)
Mackey, Milburn Vincent
Martin, Cecil Hague
Mathew, Maurice Arthur, B.A. (Oxon.)
Matthews, Stanley Owen
Meal, George Vickerman
Naylor, Harry Frank
Neal, John, B.A., LL.B. (Cantab.)
Need, Leonard Oakden
Needham, Eglin, B.A. (Cantab.)
Parkinson, Jacob
Pearman-Smith, Pearman Beebee, B.A. (Cantab.)
Perkins, Frederick William
Pickering, Geoffrey Evans
Rayner, William Thomas Alfred
Rendall, Alexander Burnell
Rennoldson, Henry Francis, B.A., LL.B. (Cantab.)
Roberts, Alan Dixon, B.A., LL.B. (Cantab.)
Robinson, Arthur John Dixon
Robinson, Joseph William
Rollason, Arthur Gilbert
Rowles, William James
Rylands, Reginald Victor
Satterthwaite, Reginald Edward, B.A. (Oxon.)
Simcox, John Lea, B.A. (Cantab.)
Smith, Cyril Howard Greville
Smith, Graham Gould
Smith, Leonard Danvers, B.A., LL.B. (Cantab.)
Speeden, Alan Knowles, LL.B. (Liverpool)
Spencer, Harold John
Sprake, Leslie Cecil, B.A. (Cantab.)
Stocken, Alfred Stephen John
Taylor, Arthur Gilbert, LL.B. (Victoria)
Thomas, Cecil Samuel
Tonkin, Cedric John
Townson, Eric
Winsor, George Byron
Winterton, Herbert George
Wyatt, William Herbert, B.A. (Oxon.)
Wyles, Walter Nelson

No of Candidates ... 228. Passed ... 130.

By order of the Council,
S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, 17th November, 1911.

FINAL EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Final Examination held on 30th and 31st October, 1911 :—

Aris, Arthur Benjamin
Ashton, John
Astbury, Thomas Leslie
Baldwin, Cuthbert Godfrey
Bewley, Edward Neville, B.A., LL.B. (Cantab.)
Blackbourn, Lionel Alfred
Bonnett, Claude Herbert Dick
Boulton, Arthur Wardle
Boyes, Leonard
Brooks, Seville Wilson
Broughton, Albert
Bryson, John Conway
Burbidge, Edwin Albert
Carrington, Harold
Coates, William Hutchinson
Creed, Harold John
Crompton, Alfred
Cusse, Clement Archibald
Daniell, Thomas Edward St. Clare, B.A. (Oxon.)
Davies, David Ewan Gibson
Davies, Evan Walter
Deuchar, John Lindsay, B.A., LL.B. (Cantab.)
Dobson, Samuel
Dunston, Robert Roscoe Ambrose Stapleton, B.A. (Oxon.)
Earle, Nicholas Albert Edward, LL.B. (Victoria)
Englefield, William Alexander Devereux
Evans, Augustus Spike
Evans, Lionel Thorngate
Fleuret, Frank Stuart, B.A., LL.B. (Cantab.)
Foote, John Stewart Keppel
Gale, Reginald Albert Bradley
Gibson, Thomas George, B.A. (Cantab.)
Hall, John Hedley
Harrison, Clifford
Hawkins, Villiers Frederick Cæsar
Heap, Edmund Theodore
Herbert, George Angelo
Hopkins, Richard Egbert
Hughes, David
Hughes, Evan Edwards
Ingram, Arthur Irvine, M.A. (Oxon.)
Jennings, Robert
Jennings, Sidney Augustus
Jessel, Arthur Reginald Frankenstein Zacharias, B.A. (Oxon.)
Jevons, Frank Byron
Jotcham, Arthur Herbert
Lawrence, Charles Philip
Lawson, Arthur
Le Brasseur, James Ashurst
Lemon, Harold Arthur
Leyson, William Aubrey
Logette, Abraham Isaac
Marshall, Henry George, B.A. (Cantab.)
Martin, Hubert Joseph Baynes, LL.M. (Liverpool)
Melville-Bergheim, Charles Melville
Miskin, Frank
Moon, Alfred Percy Vokes
Morgan-Richardson, Charles Lethbridge Ernest
Moss, Maurice Reginald
Parkinson, Thomas Clifton
Pembrook, John Gilbert
Pepper, Luther
Perry, Arthur Vivian
Peters, Sidney John, B.A., LL.B. (Cantab.), M.A., LL.D. (Dublin)
Phillips, Joseph Alexander, B.A. (Oxon.)
Porter, Roderick Spicer Russell

Porter, Royden Spencer Bayspool
Pruddah, Horatio Randolph
Pugh, Harold Hunter
Radcliffe, John Douglas Henderson, M.A., B.C.L. (Oxon.)
Rayner, Leslie King
Roberts, Douglas Roeser
Sargeant, Frank Clifford
Scale, George Devereux Basset
Smith, Thomas Oswald
Sparke, James Berthon, M.A., LL.B. (Cantab.)
Spencer, Charles Edward
Spooner, Richard Hugh Meredith
Stallon, Frank Douglas
Stewart, Douglas Martin, B.A., LL.B. (Cantab.)
Stock, Reginald Walter
Styler, Herbert Milton
Summerson, Herbert Walker
Taylor, Arthur Turner, B.A. (Oxon.)
Thomas, Rees
Thomson, John Leslie
Trotter, Stuart Ernest
Tuck, Edgar Lawrence Newall
Vosper, Ernest
Ward, Ivor Fanshawe, B.A. (Cantab.)
Watmough, Cyril William, B.A. (Oxon.)
White, Noel Blanco
Whitehead, Hugh Christopher
Wood, Douglas Myers
Wood, Henry Percy
Wood, Thomas Eugène, B.A., LL.B. (Cantab.)
Woodhead, Samuel
Worden, Leonard, LL.M. (Liverpool)

No. of Candidates ... 156. Passed ... 98.

By order of the Council,
S. P. B. Bucknill, Secretary.

Law Society's Hall, Chancery-lane, 17th November, 1911.

Calls to the Bar.

The following gentlemen were called to the Bar on Monday :—

Lincoln's Inn.—Malik Ali Asghar; P. S. Hamilton, Univ. Coll., Oxford, B.A.; H. Greer, Pemb. Coll., Camb., B.A.; G. J. Hunter, Trin. Hall, Camb., B.A., LL.B.; A. H. Lees, Trin. Coll., Dublin, B.A.; Jai Deva; Nripendra Nath Bhose, Downing Coll., Camb., B.A.; Nayanmohan Chatterjee; Manindra Nath Kanjilal, Downing Coll., Camb., B.A., LL.B., and M.A., Calcutta; J. H. Peggs, Hertford Coll., Oxford, B.A.; H. B. Thompson, Durham Univ.; Nazir-ul-Haq Ghazi, Edinburgh Univ.; Nirmal Chandra Banerji.

Inner Temple.—H. H. F. Hyndman, Camb. and B.Sc., London; J. Maxwell Hall, Camb.; D. C. Morrison and the Hon. C. N. Bruce, B.A., Oxford; R. R. Formoy, B.A., LL.B., Camb.; F. J. F. Edlmann, G. M. Stevenson-Reece, and J. W. Shephard, B.A., Oxford; C. Rees Davies; I. I. Owen, B.A., Oxford; S. E. Hime, G. B. Orr, and H. R. Barker, B.A., Oxford; M. Falcon, B.A., Camb.; M. B. Higgins, H. I. P. Hallett, F. C. MacDermot, R. W. Bankes, H. C. Cox, J. H. Bennett, C. W. Winterbotham, F. A. P. Wright, A. M. Shaw, C. Bushell, and T. D. Robb, B.A., Oxford; M. A. Candeth, B.A., Camb.; H. R. L. Henry and J. H. Rhodes, B.A., Oxford; C. A. Higgins, B.A., Camb.; E. L. Rudram, M.A., Royal Univ. of Ireland; H. P. Grantham, M.A., Oxford; M. Narasimham, Oxford; F. Thoresby; and J. R. Macdonald, jun.

Middle Temple.—A. E. Augustin and T. H. Hunter, Certificates of Honour, C.L.E., Michaelmas Term, 1911; Syed Mohammed Cassim, Manmohan Nath Chak, H. B. Inglefield, Diwan Khem Chand, Mirza Mohammed Shakir Hussain, R. H. Norris, Vanga Jagannadha Row, E. G. Hales, T. B. Scrutton, B.A., Camb., G. D. McNair, B.A., Oxford, Mohammed Abdur Rashid, H. A. Kemp-Welch, LL.B., Camb., K. T. Cox, Guan Chandra Varma, J. Newington, Jamini Mohan Banerji, R. Honey, B.A., Oxon, E. D. Carolis, Nain Sukh, K. G. Henderson, H. J. Benjamin, Shah Mohamed Zubair, Mohamed Daud, W. T. Roberts, Sarjoo Prasad, Syed Abdul Bari, and J. H. R. D. Powell.

Gray's Inn.—H. Derbyshire, B.A., LL.B., Sidney Sussex Coll., Camb., Certificate of Honour, C.L.E., Michaelmas Term, 1911; T. M. Hopkins, J. A. P. Wild, Narain Singh, Ali Mohomed Shah, B. Ellis, A. Greenwood, M.D., B.Sc., Manchester, Medical Officer of Health for Blackburn, A. P. Coke, Chief Clerk, Public Health Department, St. Pancras, and H. A. Parker.

Studentships at the Middle Temple.

The Treasurer and Masters of the Bench of the Middle Temple have decided to apply a sum not exceeding 400 guineas per annum in founding studentships to enable members of the Inn to study the actual practice of the law by reading in the chambers of barristers. Information as to the studentships will, upon application, be afforded by the Under-Treasurer, Middle Temple.

Law Students' Societies.

Law Students' Debating Society.—Nov. 21.—Chairman, Mr. G. B. Willis.—The subject for debate was : "That this house disapproves of the action of the Home Secretary with regard to the Wells-Johnson boxing match." Mr. G. E. Shrimpton opened in the affirmative, Mr. J. F. Chadwick opened in the negative. The following members continued the debate : Messrs. W. S. Meeke, W. A. Young, H. G. Meyer, W. M. Pleadwell, C. F. King, E. T. Kafka, and Rendell. The motion was carried by one vote.

Birmingham Law Students' Society.—Nov. 21.—A joint debate with the Manchester Law Students' Society was held, Mr. P. E. Sandlands, barrister-at-law, in the chair, on the following motion : "That the Trade Disputes Act, 1906, should be repealed." Mr. J. A. Hislop (Manchester) opened in the affirmative, and was supported by Messrs. B. G. Talbot, F. J. Gidlow-Jackson (Manchester), and J. D. Sampson. Mr. E. C. G. Clarke opened in the negative, and was supported by Messrs. E. G. Lord (Manchester), G. H. Willcox, and G. P. Morris (Manchester). The chairman remarked that as the subject of the debate was to a certain extent of a political character, he would not address the meeting, and the question was accordingly put at once. The voting resulted for the affirmative 16, for the negative 2.

Plymouth, Stonehouse, and Devonport Law Students' Society.—Nov. 16. Mr. G. N. Dickinson, M.A., solicitor, presided, and there was a large attendance of Law Students.—The subject for discussion was the following *Law Notes* moot : "Tupman keeps a savage dog for the protection of his premises. The dog formerly belonged to Bill Sykes. One night Bill Sykes breaks into Tupman's premises, and being discovered there by Robert Peel, a policeman, lets the dog loose, and sets it on to the policeman, whom it severely injures. Can Robert Peel successfully sue Tupman for damages?" Mr. S. Leighton Heard opened the debate in favour of the affirmative, and was supported by Mr. Basil H. France. Mr. Cedric H. Akaster led for the negative, and was seconded by Mr. Cyril J. Geldard. Messrs. J. Woolland, S. Burridge, B. H. Chowen and Norman J. Bickle also spoke. Mr. Heard, having replied, the chairman summed up, and put the motion to the meeting, when the negative was carried by four votes.

Registration of Title in London.

We are informed that in the House of Commons on Monday last Mr. Remnant asked the Attorney-General whether, having regard to the fact that the system of compulsory registration of title under the Land Transfer Act, 1897, has now been tried in the county of London as an experiment for over twelve years at an annual cost of about £50,000, and to the fact that the Land Transfer Commission reported this year that the system was imperfect, and that the effect of the system in London has been to place a purchaser there at a disadvantage as compared with a purchaser elsewhere, the Privy Council will act on the authority given them by the Act of 1897, and rescind the order applying compulsion to the county of London, thus leaving London property owners the same freedom that owners of property outside of London possess, to register or not as they deem best in their own interests.

The Attorney-General replied that the Lord Chancellor would not advise the Privy Council to make such an Order, nor does the Royal Commission to which the hon. member refers recommend the making of such an Order.

Legal News.

Appointment.

Sir Arthur Collins, K.C., His Honour Judge Mulligan, K.C., John Charles Lewis Coward, K.C., Charles Alfred Russell, K.C., and the Hon. Sir Montague Lush have been appointed to represent the Honourable Society of Gray's-inn on the Council of Legal Education for a period of two years.

Mr. Arthur E. Gill has been elected Treasurer of the Honourable Society of Gray's-inn for the year 1912 in succession to Mr. Edward Clayton, K.C.

Mr. Charles B. L. Tennyson, B.A., barrister-at-law, has been appointed Legal Assistant in the Colonial Office.

General.

The death is announced of Lord Ardwall, a Scottish judge, who had been a Senator of the College of Justice in Scotland since 1905. He was born in 1845, and was educated at the Edinburgh Academy and the Universities of St. Andrews and Edinburgh. From 1891 until 1905 he was Sheriff of Perthshire.

The members of the French Bar have, says the *Evening Standard*, been entertaining at luncheon the barrister who has been longest on the rolls—Maître Charles Limet. It was the seventieth anniversary of M. Limet's first case. M. Limet was an intimate friend of the elder Dumas and of Balzac, and knew Wagner very well.

At the Manchester Assizes last week, says the *Times*, Mr. Justice Avory sentenced to fifteen months' imprisonment with hard labour Robert Ashburner, a solicitor, of Ulverston, who had pleaded "Guilty" to having converted to his own use £500, entrusted to him by a client in part payment of a loan on mortgage. Other indictments, to which the prisoner pleaded "Not Guilty," were not proceeded with. Mr. Justice Avory said the position in which the prisoner found himself was another illustration of the practice, which had been condemned for many years, of a solicitor mixing up his client's money with his own.

At the Leeds Assizes on Wednesday, before Mr. Justice Horridge, says the *Times*, a Bradford labourer named Thomas Green was indicted for the attempted murder of Mr. Frank Westwood, a solicitor, of Bradford. It was stated that Mr. Westwood had acted for Green in a compensation case, but Green conceived the idea that he had been ill-advised, and while an interview was in progress stabbed Mr. Westwood. The jury found the prisoner guilty of wounding with intent to inflict grievous bodily harm. Mr. Justice Horridge, in sentencing the prisoner to 18 months' imprisonment with hard labour, said the jury had taken a merciful view of the case.

On Tuesday, in the House of Commons, Mr. King asked the Prime Minister what procedure was being adopted in the case of vacancies arising in the advisory committees for the appointment of justices; whether any instructions on the matter had been given by the Lord Chancellor; whether he was aware that friction had arisen in the case of one advisory committee, of which one member recently died; and whether regulations governing the appointment and procedure of the advisory committees would be issued. Mr. Asquith said there is no procedure. The Lord Chancellor appoints members of the advisory committees when vacancies occur, as at other times, and there is no need for any regulations. The Lord Chancellor has not heard of any friction.

The following are, says the *Times*, the Judges who will travel the Winter Circuits, which will begin early in January:—North-Eastern Circuit.—The Lord Chief Justice and Mr. Justice Ridley. Oxford Circuit.—Mr. Justice Grantham and Mr. Justice Lush. Midland Circuit.—Mr. Justice Lawrance and Mr. Justice Hamilton. Western Circuit.—Mr. Justice Darling and Mr. Justice Bucknill. South-Eastern Circuit.—Mr. Justice Channell and Mr. Justice A. T. Lawrence. Northern Circuit.—Mr. Justice Pickford and Mr. Justice Bray. North Wales Circuit.—Mr. Justice Coleridge. South Wales Circuit.—Mr. Justice Bankes. The King's Bench Judges who will remain in town throughout the Hilary Sittings are Mr. Justice Phillimore, Mr. Justice Scrutton, Mr. Justice Avory, and Mr. Justice Horridge.

"It has often been pointed out," says a writer in the *Daily Telegraph*, "that the judge of first instance pays his own way. The fees extracted from the suitors whose cases he tries furnish him with his salary. And the same is true of a county court judge. A Lord of Appeal in Ordinary is not in a position to make this boast. The fees received from litigants in the House of Lords between 1905 and 1909 were less than £12,000—giving a miserable annual average of £2,335. Those taken in the Privy Council averaged £2,186. Neither of these totals represents half the remuneration of a Law Lord. The King's Bench Division, on the other hand, is a gold mine to the Exchequer. Averaging over the same period the annual takings at the Central Office of the Royal Courts were as follows:—Writs, £38,639; summonses and orders, £12,975; trial of actions, £5,292; taxations and references, £10,313; filing, &c., of documents, £36,882; Crown Office proceedings, £3,382; and King's Remembrancer, £1,242; total, £108,725. The salaries of seventeen King's Bench judges and one Chief Justice are represented by £93,000, and there is thus a handsome margin. In the county courts of that portion of the United Kingdom known as England there is collected from the poor litigant the enormous sum of £513,866, and the salaries and pensions of judges are just under £90,000."

Continuing his lectures at University College on "Procedure as Illustrated by Historical Trials," Sir John Macdonnell considered the trial of Jeanne d'Arc, which he said was the first leading case in a long series of trials for sorcery. He referred to the court with its enormous number of assessors and the system under which the proceedings were conducted—a system which permitted of imprisonment on vehement suspicion, the use of torture and other methods of examination scarcely less objectionable. The sagacity and ability which she shewed under a pitiless cross-examination, conducted day after day, were unsurpassed. We know of Socrates' demeanour mainly through the accounts of affectionate disciples; her virtues and sagacity shine out through the record prepared by enemies. The so-called recantation was a fraud and an absurdity. The two sentences pronounced by the Bishop's Court were vitiated by several technical errors, and the proceedings in the second trial were instituted to quash the first. It is clear from the judgment in the second trial that, in the opinion of contemporaries, it was not a case of miscarriage of justice by honest men, but of men who suspected that they were doing wrong and who sought to attain their ends while dividing responsibility. The impression to be derived from the trial is of a character unique in the union of sagacity, heroism, and mysticism. Her life in the invisible world did not blind her practical wisdom, conspicuous in the strange atmosphere of courts, and doubtless also in the more familiar scenes of sieges and battles.

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Nov. 27	Mr Leach	Mr Farmer	Mr Beal	Mr Bloxam
Tuesday 28	Borrer	Leach	Greswell	Farmer
Wednesday 29	Beal	Borrer	Goldschmidt	Leach
Thursday 30	Greswell	Beal	Synge	Borrer
Friday Dec. 1	Goldschmidt	Greswell	Church	Beal
Saturday 2	Synge	Goldschmidt	Theed	Greswell

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Nov. 27	Mr Synge	Mr Borrer	Mr Goldschmidt	Mr Theed
Tuesday 28	Church	Beal	Synge	Bloxam
Wednesday 29	Theed	Greswell	Church	Farmer
Thursday 30	Bloxam	Goldschmidt	Theed	Leach
Friday Dec. 1	Farmer	Synge	Bloxam	Borrer
Saturday 2	Leach	Church	Farmer	Beal

The Property Mart.

Forthcoming Auction Sales.

Nov. 28.—Messrs. Ventom, Bull & Cooper, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Oct. 21 and Nov. 4 and this week).

Nov. 28.—Messrs. Thurgood & Martin, at the Mart, at 2: Freehold Ground Rents, Leasehold Houses, &c. (see advertisement, back page, Nov. 18).

Dec. 5.—Messrs. S. Walker & Son, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

Dec. 6.—Messrs. Edwin Fox, Bousfield, Burnetts, & Baddeley, at the Mart, at 2: Freehold Property (see advertisement, back page, this week).

Dec. 6.—Messrs. Douglas Young & Co, at the Mart, at 2: Freehold Shop Properties (see advertisement, back page, this week).

Dec. 7.—Messrs. Stimson & Sons, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).

Dec. 13.—Messrs. Weatherall & Green, at the Mart, at 2: Freehold Building Site, Leasehold Ground Rents, and Freehold Town Residence (see advertisement, back page, this week).

Winding-up Notices.

London Gazette,—Friday, Nov. '17.

JOINT STOCK COMPANIES.

Limited in Chancery.

Acer, Ltd—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to James Grimwood, 133, Wool exchange, Coleman st, liquidator.

Carmen Mines of El Oro, Ltd (in Voluntary Liquidation)—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of their debts or claims, to George Thomson, 65, London wall, liquidator.

Castilla Rubber Plantations, Ltd.—Petn for winding-up, presented Nov 14, directed to be heard, Nov 28 Gibbs, 12 and 13, Henrietta st, Covent Gdn, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 27

Esberger & Sons, Ltd—Petn for winding up, presented Nov 10, directed to be heard at the Town Hall, Great Grimsby, Dec 13 at 10.30 Woolfe, Waby's chmbrs, Cleethorpe rd, Great Grimsby, solors for the petnrs. Notice of appearing must reach the above named not later than six o'clock in the afternoon of Dec 12

George Norris, Ltd.—Creditors are required, on or before Dec 31, to send their names and addresses, and particulars of their debts or claims, to James Frederick Burgis, 11, Waterloo pl, Leamington Spa. Passman, Leamington, Spa, solor for the liquidator.

Otto Fulton Frocess Ltd.—Petn for winding up, presented Nov 10, directed to be heard Nov 28, Judge & Priestley, 3, Liverpool st, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 27.

Pentwyn Black Vein Collieries Co, Ltd.—Creditors are required, on or before Nov 23, to send in their names and addresses, with particulars of their debts or claims, to Rupert Browning Reynolds, Pentwyn Colliery, Machen, Monmouth, liquidator.

Power Accessories, Ltd.—Creditors are required, on or before Dec 6, to send their names and addresses, with particulars of their debts or claims, to Stanley P. Hutton, Rolt st, Deptford, liquidator.

Rio Claro Sao Paulo Railway Co, Ltd.—Petn for winding up, presented Nov 14, directed to be heard Nov 28. Armitage & Co, 80, Bishopsgate, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 27.

Stock Lane Spinning Co, Ltd,—Creditors are required, on or before Dec 20, to send their names and addresses, and particulars of their debts or claims, to Robert Roe Smethurst, 21, Spring gdns, Manchester, liquidator.

Willesden and Acton Brick Co, Ltd.—Creditors are required, on or before Dec 15, to send in their names and addresses, and particulars of their debts or claims, to William John Bolt, 16, Southampton st, Bloomsbury, liquidator.

London Gazette.—Tuesday, Nov. 21

JOINT STOCK COMPANIES.

Limited in Chancery.

Clayton Gas Company of Egypt and the Sudan Ltd—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to H O Bennett, 6, Charch-el-Kenissa-el-Guedida, Cairo, Egypt.

HIGHTOWN LAND DEVELOPMENT CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Harold Lingham Marsh, 26, North John st, Liverpool

IMESON FINCH & CO, LTD.—Creditors are required, on or before Dec 23, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Reginald Gregory Rowland, Victoria bldgs, Stockton on Tees. Hoggett & Bacon, Middlesbrough, solors to the liquidator.

JOHN NAYLOR & CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Dec 16, to send their names and addresses, and the particulars of their debts or claims, to Eli Illingworth, Cross Ryecroft st, Ossett. A. M. Lawrence, Ossett, solor to the liquidator

MAKWANA, TRANSVAAL, TIN, LTD.—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Josiah Stevens, 2, Broad Street pl, liquidator.

WORCESTER AND DISTRICT BUTCHERS' HIDE, SKIN, WOOL AND FAT MARKET, LTD (IN LIQUIDATION)—Creditors are required, on or before Dec 20, to send their names and addresses, and the particulars of their debts or claims, to George William Bull, 9, Foregate st, Worcester

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Nov. 17.

FLINTINE DENTAL CO, LTD.
SOUTHAMPTON AND DISTRICT ELECTRIC THEATRES, LTD.
MANCHESTER TYPEWRITER CO, LTD.
ECKINGTON UNIONIST CLUB, LTD.
ACRE, LTD.
F. MIDDLETON, LTD.
NEWLANDS SYNDICATE, LTD.
HOLT & KIRK, LTD.
HILO MANUFACTURING CO, LTD.
FRENCH DECORATIVE ART (1911) LTD.
BRITISH AFRICAN VENTURE SYNDICATE LTD.
METALMINES SYNDICATE LTD.
CARMEN MINES OF EL ORO LTD.
MOLESWORTH BROS RUBBER ESTATES LTD.
TUCKER-MARTIN & CO, LTD.
CENTRAL MOTOR WORKS (DEWSBURY) LTD.
COVE COPPER MINES LTD.
AUSTRALIAN AND NEW ZEALAND MORTGAGE CO, LTD.
SASKATCHEWAN VALLEY LAND INVESTMENT CO, LTD.
BRITISH COLONIAL METALS, LTD.
INGRAM CLARK & CO, LTD. AND REDUCED
CAIRNGLEN STEAMSHIP CO, LTD.

London Gazette.—TUESDAY, Nov. 21.

ALLISON PIANOS, LTD.
REDRUTH MASONIC HALL CO, LTD.
ANGLO CONTINENTAL INDUSTRIES, LTD.
HIGHTOWN LAND DEVELOPMENT CO, LTD. (IN VOLUNTARY LIQUIDATION)
CLAYTON GAS CO OF EGYPT AND THE SUDAN, LTD.
BENGAL NATIONAL FISHERIES, LTD.
NEW CENTURY ANIMATED PICTURE CO, LTD.
GREAT DOWGAS TIN MINES, LTD.
LONDON INVESTMENT SYNDICATE, LTD.
GRACE STODART, LTD.
KARBSOLV, LTD.
GOLDEN CONTRACT MINES, LTD.
HYGIENIC BREAD CO (HANLEY) LTD.
OVIEDO MERCURY MINES, LTD.
(A.I.R.) AVIATION INVESTMENT AND RESEARCH, LTD.
J-L MANUFACTURING CO, LTD.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 21.

CONSETT, WILLIAM WARCOP PETER, Bryanston sq Dec 31 de Boisgelin v Conset Warrington, J Rigby, Henrietta st, Cavendish sq

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 17.

ANDERSON, BENJAMIN SAMUEL, Terrington St Clement, Norfolk Nov 30 Reed & Wayman, Downham Market, Norfolk
ANDREWS, EADNER, Ecclesfield, Yorks Dec 13 Smith & Co, Sheffield
ASTE, HARRIET, Castle hill lodge, Upper Norwood Dec 18 Holme & Sons, 34, Clement's In
BANKS, HELEN, Waterford, Lymington Nov 13 Heppenstall & Clark, Lymington, Hants
BLACK, PETER, Kilburn priory, Kilburn, Engineer Dec 13 Bush, Brighton
BOWLER, JONATHAN BURDETT, Bath, Brass Founder Dec 18 Simmons & Co, Bath
BREWSTER, ELIZABETH HELEN, Nottingham Dec 23 Ransom & Hutton, Nottingham
BROMILOW, STANLEY, Bournemouth Dec 15 Rawlins & Rawlins, Bournemouth
BULLOCK, WILLIAM, Old Newton, Suffolk Nov 30 Stevens & Co, Kenninghall, Norfolk
BURGESS, WILLIAM, Tuebrook, Liverpool Dec 29 Toulmin & Co, Liverpool
BURKILL, MARIA LOUISA, Scarborough Dec 30 Turnbull & Sons, Scarborough
BUXTON, WILLIAM THOMAS, Southend on Sea Nov 27 Jefferies & Bygott, Southend on Sea
CHURCH, FREDERICK THOMAS, Sydenham rd, Sydenham Dec 17 Foulger & Co, Hare ct, Inner Temple
CLARKE, JAMES, Scarborough Dec 30 Turnbull & Sons, Scarborough
CLAYHILLS-HENDERSON, EUGENIA CAMILLA, Chester sq, Middlx Jan 1 Hores & Co, Lincoln's inn fields
COLWELL, ELIZABETH SUSAN, Southsea Dec 14 Dommett & Son, Gresham st
CUPPING, GEORGE, Whatfield, Suffolk, Farmer Dec 17 Grimwade & Son, Hadleigh, Suffolk
COX, CAROLINE, Hyde, Chester Dec 9 Bostock, Hyde
DRUCHAR, JOHN JAMES WALKER, Norwich, Actuary Dec 18 Joseph, Norwich
ELMSLIE, JOHN FREDERICK, Hotel Victoria, Northumberland av Dec 21 Cridland, Victoria st
FIELDS, JOHN VICKERMAN, Beeford, Yorks Dec 15 White, Driffield
GARNETT, MARY HOWARD, Heyrod, Stalybridge, Lancs Nov 28 Thompson, Stalybridge
GINGER, ALFRED, Dean rd, Willesden Green, Middlx Dec 14 Potter & Co, Maida vale
GRAHAM, JANE, Westbourne ter, Hyde Park Dec 20 Scott, New Broad st
GRUNDY, FRANK, Sherbrooke, Quebec, Canada Dec 16 Bischoff & Co, 4 Gt Winchester st
HAIN, JAMES EDWARD, Gloucester rd, South Kensington Dec 30 Taylor, Lincoln's inn fields
HAWKES, SAMUEL, Winston rd, Newington Green Dec 30 Scott, New Broad st
HILLS, JAMES, Hereford, Innkeeper Dec 16 Wallis, Hereford
HIND, ENOCH, Nottingham Contractor Jan 1 Wells & Hind, Nottingham
HOYLE, ISAAC, Bournemouth Dec 30 Cooper & Sons, Manchester
INGHAM, JOHN DEARDEN, Blackpool Jan 1 Robinson, Blackpool
JACKSON, ELIZABETH, Southport Dec 14 Finch & Co, Preston
JOHNSON, GRIFFITH, Bronderw, Bangor, Carnarvon Dec 20 Jones & Easterling, Bangor
JONES, FRANCES MATILDA, Cumberland ter, Regent's Park Dec 14 Hills & Co, Queen Anne's gate, Westminster
JONES, JOHN, Bedwas, Mon Dec 15 Thomas, Pengam
LEWIS, WILLIAM, Cardiff Dec 14 Morgan & Co, Cardiff
LIGHTFOOT, JOHN JAMES, St Mary's mans, Paddington Dec 28 Waterman, Regent House, Regent st
LUCAS, ISABEL, Ponto de la Russe, Monte Carlo Nov 30 Lumley & Lumley, Conduit st
MASKELYNE, MERVIN HERBERT NEVIL STORY Swindon Dec 16 Thorold & Co, Regent st
MURRAY, ANNETTE, Southampton Nov 28 Bechervaise, Portsmouth
NICHOLLS, WILLIAM HENRY, Saltley, Birmingham, Artisan Dec 16 Cottrell & Son, Birmingham
NUTTALL, MAGDALENA, Tunbridge Wells Dec 30 Cripps & Co, Tunbridge Wells
PASSMAN, THOMAS, Enterpen Hutton Rudby, York, Gardener Dec 20 Bowes-Wilson, Middlesbrough
PENNY, FRASER HISLOP, the Rev, Oxford Dec 14 Hills & Co, Queen Anne's Gate
REYNOLDS, EDWARD, Ilford, Essex Dec 7 White, Ilford
RHODES, ESTHER ELIZA, Peel Green, Patricroft, Lancaster Dec 30 Needham, Manchester
RICHARDSON, WILLIAM, Spaunton, York Jan 4 Whitehead & Son, Pickering
ROSSITER, WILLIAM, Willington on Tyne, Northumberland, Engineer Dec 29 Newlands & Newlands, Jarrow on Tyne
RUSSELL, WILLIAM HARRY OSBORNE, Hill side, Wimbledon Dec 30 Gibson & Weldon, Chancery in
SADGROVE, ARTHUR WILLIAM, Great Tower st, Solicitor Jan 1 Day, Maidstone
SAMPSON, RICHARD, Crowan, Cornwall Dec 17 Tyacke, Helston, Cornwall
SIMPSON, JOHN, Chorlton cum Hardy, Lancaster, Salesman Dec 1 Grundy & Co, Manchester
SMITH, ALICE, Pootle, Lancaster Nov 27 Robins & Co, Liverpool
STANSER, GEORGE, Sturton le Steeple, Nottingham Dec 14 Wilkinson, St Helen's pl
STURGE, CLEMENT YOUNG, Bloomsbury st, Westminster, Barrister Dec 25 Stow & Co, Lincoln's inn fields
SYMS, WILLIAM GEORGE, Norwood rd Dec 25 Scott, Staple inn, Holborn
THOMAS, MARY ANN, Chatteris, Cambridge Dec 4 Ruston, Chatteris
WALL, ELIZABETH, Bath Dec 20 Atchleys, Bristol
WALLIS, HANNAH SARAH, East Boldon, Durham Nov 27 Hannay & Hannay, South Shields
WARRALL, ALICE MABEL, Oulton Broad, nr Lowestoft Dec 25 Taylor & Taylor, New Broad st
WHEELER, CLARA, Windsor Dec 18 Durnford & Gale, Windsor
WHITEHOUSE, WALTER, Victoria st, Westminster Nov 30 Lumley & Lumley, Conduit st
WILKINS, WILLIAM, Ashby de la Zouch, Leicester, Solicitor Dec 2 G A & E W Wilkins, Ashby de la Zouch
WILLIAMS, HENRY RUMSEY, Carnarvon Dec 21 Henwood, Carnarvon
WILSON, JAMES EDWARD, Handsworth Dec 18 Slater & Co, Darlaston
YATES, JANE, Preston, Grocer Dec 14 Howarth, Preston
YATMAN, HERBERT GEORGE, Bournemouth Dec 30 Druces & Attlee, Billiter sq

London Gazette.—TUESDAY, Nov. 21.

BARCLAY, SARAH MATILDA, Lancaster av, Wimbledon Dec 21 Downey & Linnell, Conduit st
BARLOW, JOHN, Monkwearmouth, Sunderland, House Agent Dec 14 Halcro & Raine Sunderland
BORTON, Lieut-Col. ALFRED JOHN, Hove Dec 16 Eggar & Co, Brighton
BOWMAN, SHEARLEY JANE, Margate Dec 6 Cook, Gracechurch st
BRYAN, EMMA, Bloxwith, Staffs Dec 18 Evans, Walsall
BURBIDGE, ARTHUR JAMES, Burdett rd, Bow Dec 30 Treherne & Co, Bloomsbury sq
BUXTON, EMMA MARY, Southend on Sea, Licensed Victualler Dec 7 Cooper, Southend on Sea
CARDEN, Lady MARTHA SYBIL, Dartmouth Dec 16 Bircham & Co, Parliament st
CHADD, JANE, North Malvern, Worcester Dec 16 Hyde & Sons, Worcester
CHARLTON, SAMUEL, Anchorsholm, Cleveleys, Lancs Dec 28 Possonby & Carlile, Oldham
CHURTON, CHARLES STANLEY, Hassocks, Sussex Braby & Waller, Arundel st, Strand
CLARKE, THOMAS, Sloane st, Electrical Engineer Dec 21 Watkin & Co, New Broad st
CRAGGS, WILLIAM, Alderbrook rd, Balham Dec 30 Taylor & Co, Strand
CROWDY, HENRIETTA, Highlands, nr Reading Dec 16 Holt & Co, Lincoln's inn fields
EDWARDS, EMMA, Grove ln, Camberwell Dec 23 Mann & Crimp, Essex st
EDWARDS, GEORGE, Endlesham rd, Balham Dec 20 Westbury & Co, Old Broad st
EVANS, MARY MARIA, Sefton Park, Liverpool Dec 24 Stott & Son, Rochdale
FOSTER, COURTENAY SPENCER, St Leonards on Sea Dec 30 Davenport-Jones & Glenister, Hastings
FOWKE, THOMAS HENRY, Forest ln, West Ham Dec 21 Stern, Stratford
FRETSON, FREDERICK JOHN, Sheffield, Solicitor Dec 31 Webster & Styring, Sheffield
GREENWAY, JOHN, Thorganby, Yorks Dec 21 Gibbs & Co, Eastcheap
HEPTINSTALL, JOHN, Swallownest, near Sheffield Bury & Walkers, Barnsley
HEY, MARY, Bingley, Yorks Dec 1 A & M W Platts, Bingley
HOLBOROW, ROBERT, Berkeley rd, Glos Dec 18 Glyde, Bristol
HOLMES, JOHN, Wolverhampton, Manufacturing Confectioner Dec 21 Jaques & Sons, Birmingham
HUMPHRY, EDWARD, Isle Abbotts, Somerset Dec 25 Carne-Hill & Wedd, Langport
JONES, HUGH, Flint, Draper Dec 31 Hughes & Hughes, Flint
KERRICH-WALKER, HENRY WALKER, Chester le Street, Durham Dec 30 Cooper & Goodger, Newcastle upon Tyne
KIRBY, JANE BAMLETT, York Jan 1 Holtby & Procter, York
MCAVOY, ELLEN, Pemberton, Wigan Dec 1 Taylor & Co, Wigan
MARTIN, JANE, Romford, Essex Dec 14 Hunt & Hunt, Romford
MASTERS, JOHN, Leicester, Carpenter Dec 30 Freer & Co, Leicester
MOORE, WILLIAM, Thorndon, Suffolk, Grocer Dec 30 Lawton & Co, Eye, Suffolk
OLEY, ROBERT, South Shields Dec 10 Grunhut & Co, South Shields
POUND, ANN, St George's rd, Wimbledon Dec 15 Paice & Cross, Clement's inn
RAGG, JAMES, Claxton, York, Farmer Jan 1 E J & A Peters, York
REEVES, JOSEPH JAMES, Osbaldeston rd, Stoke Newington Dec 30 Evans & Co, Theobald's rd
ROBINSON, HENRY DAWSON, Grove Park, Lee, Kent Dec 30 Taylor & Co, Strand
RONALDSON, ISABELLA JANE, Linden gdns, Middlx Dec 30 Cooper and Goodger, Newcastle upon Tyne
SANDYS, THOMAS MYLES, Jermyn st Jan 1 Lewin & Co, Millbank House, Westminster
STABLES, MARY ELIZABETH, Woking Dec 22 Goddard, Clement's inn, Strand
THOMPSON, FANNY, Barrow in Furness Dec 14 Taylor & Son, Barrow in Furness
TIARKS, HENRY FREDERIC, Foxbury, Chislehurst, Kent Dec 30 Stibbard & Co, Leadenhall st
WEST, CHARLES, Braunston, Northampton Dec 16 W F & W Willoughby Daventry
WOMERSLEY, FREDERICK WILLIAM, Hastings Dec 30 Davenport-Jones & Glenister Hastings

Bankruptcy Notices.

London Gazette.—FRIDAY, NOV. 17.

RECEIVING ORDERS.

ARTHUR, WALTER, Crawley, Sussex, Builder Croydon Pet Nov 8 Ord Nov 13

AUNER, HERBERT, Cleveland st, Fitzroy sq, Grocer High Court Pet Oct 25 Ord Nov 14

BATEMAN, WALTER, East Bridgford, Notts, Cycle Dealer Nottingham Pet Nov 13 Ord Nov 13

BLACKWELL, JOHN, Leicester, Builder Leicester Pet Oct 28 Ord Nov 15

BOLES, WILLIAM, Latchford, Warrington, General Dealer Warrington Pet Nov 15 Ord Nov 15

BOYES, ROBERT RANDLE, Nottingham, House Furnisher Nottingham Pet Nov 13 Ord Nov 13

BUNCE, JAMES, Pewsey, Wilts Swindon Pet Oct 26 Ord Nov 15

BUTLER, MARY HANNAH, Treorchy, Glam Pontypridd Pet Nov 15 Ord Nov 15

CALVER, WALTER, Bungay, Suffolk, Builder Great Yarmouth Pet Nov 14 Ord Nov 14

CHIPLING, SYDNEY LAWSON, Totley, Derby, Architect Sheffield Pet Nov 10 Ord Nov 14

CLARKE, J G, Teddington, Builder Kingston, Surrey Pet Oct 24 Ord Nov 14

CONSTABLE, The Rev ALBERT EDWARD BROWN, Regina rd, Ealing High Court Pet Oct 21 Ord Nov 14

COULSON, BASIL J, Piccadilly High Court Pet Oct 14 Ord Nov 14

COWARD, JOHN, Melbury rd, Kensington High Court Pet Oct 11 Ord Nov 14

H E CRUTTENDEN AND SON, Oxted, Surrey, Builders Croydon Pet June 15 Ord Nov 14

DAVIES, GEORGE HENRY, Blaenau Festiniog, Merioneth, Quarryman Portmadoc Pet Nov 15 Ord Nov 15

GILES, MARY, Huddersfield, Baker Huddersfield Pet Nov 13 Ord Nov 13

GREGORY, FREDERICK, Lichfield, Bootmaker Walsall Pet Nov 11 Ord Nov 11

GRICH, JOSEPH, Beddington, Surrey Croydon Pet Nov 15 Ord Nov 15

HIGGINBOTTOM, SYDNEY, Middleton by Youlgreave, Derby Licensed Victualler Derby Pet Nov 13 Ord Nov 13

JONES, ROBERT OWEN, Blaenau Festiniog, Merioneth Quarryman Portmadoc Pet Nov 15 Ord Nov 15

KNIGHT-REVEL JOHN, Stoke under Ham, Somerset Yeovil Pet Nov 14 Ord Nov 14

LLEWELLYN, JOHN, Garnant, Carmarthen, Tinworker Carmarthen Pet Nov 13 Ord Nov 13

PEARSON, SIDNEY, Stockport, Cheshire Stockport Pet Nov 13 Ord Nov 13

PITTINGALE, EDWARD, Bolton Bolton Pet Nov 14 Ord Nov 14

PRICE, JOHN LLEWELLYN, Newent, Glos, Farmer Gloucester Pet Nov 15 Ord Nov 15

PRITCHARD, THOMAS, Blackfriars rd, Clerk High Court Pet Nov 13 Ord Nov 13

PURDY, RICHARD, New Delaval, Northumberland, Miner Newcastle upon Tyne Pet Nov 13 Ord Nov 13

ROUND, THOMAS, Netherton, Worcester, Grocer Dudley Pet Nov 15 Ord Nov 15

SPENCER, EBENEZER JOSEPH, Old Basford, Nottingham, Butcher Nottingham Pet Nov 14 Ord Nov 14

STANLEY, GEORGE RONALD DOUGLAS, Seaford, Sussex, Accountant's Clerk Eastbourne Pet Nov 13 Ord Nov 13

STAPLETON, ALFRED, Wellingborough, Northampton, Shopkeeper Northampton Pet Nov 14 Ord Nov 14

STINTON, EDWARD JAMES, and GEORGE STINTON, Dudley, Worcester, Mineral Water Manufacturers Dudley Pet Nov 13 Ord Nov 13

STOKES, HARRIETT ANNE, Great Bowden, Leicester, Grocer Leicester Pet Nov 15 Ord Nov 15

SWANN, ROBERT, Blyth, Northumberland, Builder Newcastle upon Tyne Pet Oct 18 Ord Nov 15

TUCK, ARTHUR, Norwich, Schoolmaster Norwich Pet Nov 15 Ord Nov 15

VALENTINE, JACK, Rye In, Peckham, Tailor High Court Pet Oct 6 Ord Nov 13

WYATT, ROBERT EVAN, and ROBERT BESSANT, Bristol, Manufacturing Confectioners Bristol Pet Nov 14 Ord Nov 14

WYATT, SAMUEL EDWIN, Littlehampton, Butcher Brighton Pet Nov 13 Ord Nov 13

Amended Notice substituted for that published in the London Gazette of Mar. 14, 1902

BURROWS, CHARLES WILLIAM, Hendley, Lancs Wigan Pet Mar 6 Ord Mar 10

Amended Notice substituted for that published in the London Gazette of Oct. 27

SPEARING, ARTHUR THOMAS, and WILFRED LAWSON KITSEROW, Weston-super-Mare, Musical Instrument Dealers Bridgwater Pet Oct 23 Ord Oct 23

FIRST MEETINGS.

AUNER, HERBERT, Cleveland st, Fitzroy sq, Grocer Nov 28 at 12 Bankruptcy bldgs, Carey st

BATEMAN, WALTER, East Bridgford, Notts, Cycle Dealer Nov 25 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BLACKWELL, JOHN, Leicester, Builder Nov 27 at 12 Off Rec, 1, Berridge st, Leicester

BOSE, GEORGE, Moelydon, Llanedwen, Anglesey, Licensed Victualler Nov 25 at 12 Crypt chmbrs, Chester

BROWN, STEVENS ALFRED Cliffe, Kent, Hairdresser Nov 29 at 3 115, High st, Rochester

BURTON, R W W, Daventry Nov 28 at 11 Off Rec, The Parade, Northampton

CONSTABLE, the Rev ALBERT EDWARD BROWN, Regina rd, Ealing Nov 27 at 12 Bankruptcy bldgs, Carey st

COULSON, BASIL J, Piccadilly Nov 28 at 11 Bankruptcy bldgs, Carey st

COWARD, JOHN, Melbury rd, Kensington Nov 27 at 1 Bankruptcy bldgs, Carey st

CROMACK, WILLIAM FRANCIS, Aspley Heath, Bedford, Butcher Nov 25 at 12 Off Rec, The Parade, Northampton

DOBSON, CHRISTOPHER, Leeds Nov 27 at 11 Off Rec, 24, Bond st, Leeds

EDWARDS, JOHN, Manchester Nov 27 at 3 Off Rec, Byrom st, Manchester

A FARBARDINES AND Co, Manchester, Shipping Merchants Nov 25 at 11.30 Off Rec, Byrom st, Manchester

GARD, WILLIAM ROBERT NEWBOLD, Kingsley av, West Ealing, Electrician Nov 27 at 12 Off Rec, 14, Bedford row

GREGORY, FREDERICK, Lichfield, Staffs, Boot Maker Nov 28 at 12 Off Rec, Wolverhampton

HIGGINBOTTOM, SYDNEY, Middleton by Youlgreave, Derby, Licensed Victualler Nov 27 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby

LINDLEY, WALTER, Nottingham Nov 29 11.30 Off Rec, 4, Castle pl, Park st, Nottingham

LUCAS, REGINALD HICKS, Stretford, Lancs, Builder Nov 25 at 11 Off Rec, Byrom st, Manchester

MASSDEN, EDGAR MELANCTHON, Bingley, York, Coloured Goods Manufacturer Nov 27 at 11 Off Rec, 12, Duke st, Bradford

PEET, WILLIAM WENTWORTH, Glos, General Engineer Nov 25 at 3 Bell Hotel, Gloucester

PRITCHARD, THOMAS, Blackfriars rd, Clerk Nov 29 at 12.30 Bankruptcy bldgs, Carey st

PURDY, RICHARD, New Delaval, Northumberland, Miner Nov 25 at 11 Off Rec, 30, Mosely st, Newcastle upon Tyne

ROGERS, JOSEPH, Ramsgate Nov 25 at 10.30 Off Rec, 68A, Castle st, Canterbury

STANLEY, GEORGE RONALD DOUGLAS, Seaford, Sussex Accountant's Clerk Nov 25 at 11 Off Rec, 12A, Marlborough pl Brighton

STEER, GEORGE, Woodham Ferris, Essex, Boot Dealer Dec 6 at 2 Shire Hall, Chelmsford

STOKES, HARRIETT ANNE, Great Bowden, Leicester Nov 28 at 12 Off Rec, 1, Berridge st, Leicester

TYERMAN, JOSEPH, Great Ayton, York, Accountant's Clerk Nov 28 at 11.30 Off Rec, Court chmbers, Albert rd, Middlesborough

VALENTINE, JACK, Rye In, Peckham, Tailor Nov 29 at 11 Bankruptcy bldgs, Carey st

WYATT, SAMUEL EDWIN, Littlehampton, Butcher Nov 27 at 12 Off Rec, 12A, Marlborough pl Brighton

ADJUDICATIONS.

BAILEY, J H, Manchester, Saddler Manchester Pet Oct 6 Ord Nov 13

BALCH, WILLIAM RALSTON, Stonecutter st High Court Pet Mar 22 Ord Nov 14

BATEMAN, WALTER, East Bridgford, Notts, Cycle Dealer Nottingham Pet Nov 13 Ord Nov 13

BOLES, WILLIAM, Latchford, Warrington, General Dealer Warrington Pet Nov 15 Ord Nov 15

BOYES, ROBERT RANDLE, Nottingham, House Furnisher Nottingham Pet Nov 13 Ord Nov 13

BUTLER, MARY HANNAH, Treorchy, Glam Pontypridd Pet Nov 15 Ord Nov 15

CALVER, WALTER, Bungay, Suffolk, Builder Great Yarmouth Pet Nov 14 Ord Nov 14

CAMERON, JOHN McLEOD, Lindfield, Sussex Brighton Pet Mar 10 Ord Nov 13

DAVIES, GEORGE HENRY, Blaenau Festiog, Merionethshire, Quarryman Portmadoc Pet Nov 15 Ord Nov 15

GILES, MARY, Huddersfield Huddersfield Pet Nov 3 Ord Nov 13

GOLDSMITH, WILLIAM NORMAN, Chertsey, Surrey, Advertising Canvasser Kingston, Surrey Pet Nov 9 Ord Nov 13

GREGORY, GREGORY, Lichfield, Boot Maker Walsall Pet Nov 11 Pet Nov 11

HIGGINBOTTOM, SYDNEY, Middleton-by-Youlgreave, Derby, Licensed Victualler Derby Pet Nov 13 Ord Nov 13

HILL-MALE, RICHARD, Tonypandy, Glam, Solicitor Pontypridd Pet Oct 14 Ord Nov 13

HOFFMEISTER, HARRY AUBREY, Ryde, I of W Newport and Ryde Pet Oct 27 Ord Nov 27

JONES, ROBERT OWEN, Blaenau Festiniog, Merioneth, Quarryman Portmadoc Pet Nov 15 Ord Nov 15

LLEWELLYN, JOHN, Garnant, Carmarthen, Tin Worker Carmarthen Pet Nov 13 Ord Nov 13

MCGINTY, ARTHUR, Hyde, Chester, Grocer Ashton under Lyne Pet Oct 19 Ord Nov 10

MACLAGAN, WALTER DOUGLAS DALRYMPLE, Burnham Market, Norfolk Norwich Pet Sept 23 Ord Nov 13

MATLEY, JAMES, Ashton under Lyne, Licensed Victualler Ashton under Lyne Pet Oct 4 Ord Nov 11

PEARSON, SIDNEY, Stockport, Cheshire Stockport Pet Nov 13 Ord Nov 13

PITTINGALE, EDWARD, Bolton, Lancs Bolton Pet Nov 14 Ord Nov 14

PRICE, JOHN LLEWELLYN, Newent, Glos, Farmer Gloucester Pet Nov 15 Ord Nov 15

PRITCHARD, THOMAS, Blackfriars rd, Clerk (Commercial) High Court Pet Nov 13 Ord Nov 13

PURDY, RICHARD, New Delaval, Northumberland, Miner Newcastle upon Tyne Pet Nov 13 Ord Nov 13

ROSENER, FRITZ ROBERT ALFRED, Seaton, Devon, Photographer Exeter Pet Oct 23 Ord Nov 9

ROUND, THOMAS, Netherton, Worcester, Grocer Dudley Pet Nov 15 Ord Nov 15

ROUSE, JOHN EDMUND, Leeds, Commercial Traveller Leeds Pet Nov 9 Ord Nov 15

SETCHELL, CHARLES, Yaxley, Eye, Suffolk, Grocer Ipswich Pet Oct 17 Ord Nov 14

SNOOK, PERCY EDGAR, Frome, Somerset, Tailor Frome Pet Oct 28 Ord Nov 13

SPENCER, EBENEZER JOSEPH, Old Basford, Nottingham, Butcher Nottinghem Pet Nov 14 Pet Nov 14

STAPLETON, ALFRED, Wellingborough, Northampton, Shopkeeper Northampton Pet Nov 14 Ord Nov 14

STENNETT, ERNEST, Acrise, Kent, Farmer Canterbury Pet Oct 31 Ord Nov 11

STINTON, EDWARD JAMES, and GEORGE STINTON, Dudley Worcester, Mineral Water Manufacturers Dudley Pet Nov 13 Ord Nov 13

STOKES, HARRIETT ANNE, Great Bowden, Leicester Leicester Pet Nov 15 Ord Nov 15

TUCK, ARTHUR, Norwich, Schoolmaster Norwich Pet Nov 15 Ord Nov 15

WYATT, ROBERT EVAN and ROBERT BESSANT, Bristol, Manufacturing Confectioners Bristol Pet Nov 14 Ord Nov 14

WYATT, SAMUEL EDWIN, Littlehampton, Butcher Brighton Pet Nov 13 Ord Nov 13

Amended Notice substituted for that published in the London Gazette of Mar. 14, 1902:

BURROWS, CHARLES WILLIAM, Hendley, Lancs Wigan Pet Mar 6 Ord Mar 12

Amended Notice substituted for that published in the London Gazette of Oct 27:

SPEARING, ARTHUR THOMAS and WILFRED LAWSON KITSEROW, Weston super Mare, Musical Instrument Dealers Bridgwater Pet Oct 23 Ord Oct 23

Amended Notice substituted for that published in the London Gazette of Nov 10:

HUTCHINSON, ALFRED GORDON, Wakefield Wakefield Pet Nov 6 Ord Nov

London Gazette.—TUESDAY, Nov 21.

RECEIVING ORDERS.

ADAMS, HERBERT UNDERWOOD, Alton, Hants, Builder Winchester Pet Oct 30 Ord Nov 17
ARTHURTON, ARTHUR WILLIAM, Brynadda, Port Dinorwic, Carnarvon, Laundrymen Bangor Pet Nov 18 Ord Nov 18
BAKER, HAROLD, Colebrook row, Islington, Comedian High Court Pet Nov 18 Ord Nov 18
BAKER, JOHN PEREGRINE, and ARTHUR PEARCY, Parkstone, Dorset, Builders Poole Pet Nov 17 Ord Nov 17
BEEBE, ALFRED HATTON, Walton on Thames, Clerk Kingston, Surrey Pet Nov 17 Ord Nov 17
BERRY, WILLIAM, Pontllanfraith, Miner Newport, Mon Pet Nov 18 Ord Nov 18
BLAKEMAN, THOMAS, Bristol, Commission Agent Bristol Pet Nov 17 Ord Nov 17
BURROW, HAROLD FRANCIS, Leigh Sinton, Worcester, Engineer Worcester Pet Nov 17 Ord Nov 17
CAMPION, JOHN THOMAS HENRY, Southam, Warwickshire, Commission Agent Warwick Pet Oct 30 Ord Nov 17
CHAPLIN, NELLIE C, Taplow, Bucks Windsor Pet Aug 25 Ord Nov 18
COX, HARDING DE FONBLANQUE, Garrick st, Westminster Newspaper Proprietor High Court Pet Sept 21 Ord Oct 23
DAVIES, SAMUEL, Velindre, Henllan, Carmarthen, Flannel Manufacturer Carmarthen Pet Nov 18 Ord Nov 18
DE ROCKLAND, COMTE, St James's st, Piccadilly, Banker High Court Pet Sept 23 Ord Nov 16
EVANS, HAROLD STANLEY, Chopwell, Durham, Overman Newcastle upon Tyne Pet Nov 18 Ord Nov 18
FITCHETT, LAWRENCE, Crosby, Scunthorpe, General Dealer Great Grimsby Pet Nov 16 Ord Nov 16
FRANKS, ERNEST, Harrogate, Grocer York Pet Nov 18 Ord Nov 18
GREGORY, RUPERT GEORGE, Upper Parkstone, Dorset, Grocer Poole Pet Nov 16 Ord Nov 16
GRIFFITHS, SIDNEY DAVID, Tipton, Staffs, Scrap Merchant Dudley Pet Nov 16 Ord Nov 16
GROSVENOR, FREDERICK SIMON, Linden gdns, West Kensington, Company Director High Court Pet Oct 18 Ord Nov 17
HALL, WILLIAM, Kingston rd, Merton, Surrey High Court Pet Oct 18 Ord Nov 17
HARRIS, T. MORTON & Co, Birmingham, Stock Brokers Birmingham Pet Nov 8 Ord Nov 16
HARTNETT, GEORGE, Mora rd, Cricklewood, Drill Instructor High Court Ord Nov 18 Pet Nov 18
HEDDON, FRANK HERBERT, Maiden Newton, Dorset, Fish Merchant Dorchester Pet Nov 17 Ord Nov 17
HOLLINGWORTH, JOHN HENRY, Tintwistle, Chester, Journeyman Joiner Ashton under Lyne Pet Nov 18 Ord Nov 18
JAMES, JOHN BELLAMY, Wellington, Salop, Hairdresser Shrewsbury Pet Nov 17 Ord Nov 17
MCCARROLL, D, Battersea Park rd, Licensed Victualler Wandsworth Pet Sept 13 Ord Nov 16
MACHIN, ARTHUR GEORGE, Axe st, Barking, Butcher High Court Pet Oct 26 Ord Nov 15
MORSE, CHARLES JOHN, Davies st, Berkeley sq High Court Pet Aug 18 Ord Nov 15
MURGATROYD, FRANK, Huddersfield, Journeyman Iron Turner Huddersfield Pet Nov 18 Ord Nov 18
NICHOLLS, HENRY, Grassington, Yorks, Greengrocer Bradford Pet Nov 17 Ord Nov 17
NIGHTALL, WILLIAM, Cambridge, Boot Repairer Cambridge Pet Nov 18 Ord Nov 18
OWEN, DAVID, Porth, Glam, Collier Pontypridd Pet Nov 16 Ord Nov 16
ROGERS, EDWIN A, Cloudesdale rd, Balham, Fruit Salesman Wandsworth Pet Aug 5 Ord Nov 16
ROWLANDS, ALBERT JOHN, Pembroke, Painter Pembroke Dock Pet Nov 16 Ord Nov 16
SENIOR, FRED, Sheffield, Boot Maker Sheffield Pet Nov 17 Ord Nov 17
SPRAKE, GEORGE, Weston super Mare, Builder Bridgwater Pet Nov 17 Ord Nov 17
STEVENS, SPENCER WILLIAM, Gillingham, Kent, Saddler Rochester Pet Nov 18 Ord Nov 18
STRONG, HARRY, Orpington rd, Holloway, Joiner High Court Pet Nov 18 Ord Nov 18
THOMAS, LEWIS, Ystrad Mynach, Glam, Mason Merthyr Tydfil Pet Nov 17 Ord Nov 17
TURNBULL, JAMES HOPPER, Darlington, Boilersmith Stockton on Tees Pet Nov 15 Ord Nov 15
WHITE, GEORGE JOSEPH, Oaksey, nr Malmesbury, Wilts Butcher Swindon Pet Nov 16 Ord Nov 16
WILKINSON, CHARLES, Mirfield, Yorks, Mill Manager Dewsbury Pet Nov 17 Ord Nov 17
YOUNG, ADAM, Hatchlea, Ockley, Surrey Croydon Pet Nov 3 Ord Nov 16
YOUNG, GEORGE BROWNE, Margate, Stationer Canterbury Pet Oct 27 Ord Nov 18

FIRST MEETINGS.

ADAMS, EDWARD THOMAS JOHN, Herne Bay, Kent, Builder Nov 29 at 11.30 Off Rec, Canterbury
ADAMS, HERBERT UNDERWOOD, Alton, Hants, Builder Nov 30 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton
APPLEBY, JAMES, Felling, Durham, Grocer Nov 29 at 12 Off Rec, 30, Mosley st, Newcastle upon Tyne
ARMSDEN, ALBERT EDWARD, Bedford, Butcher Dec 1 at 12 Off Rec, The Parade, Northampton
ARTHUR, WALTER, Crawley, Sussex, Builder Nov 29 at 11 132, York rd, Westminster Bridge rd
BAKER, HAROLD, Colebrook row, Islington, Comedian Dec 1 at 12 Bankruptcy bldgs, Carey st
BAKER, JOHN PEREGRINE, and ARTHUR PEARCY, Parkstone, Dorset, Builders Nov 30 at 3 100, High st (first floor), Poole
BOLES, WILLIAM, Latchford, Warrington, General Dealer Nov 29 at 2.30 Off Rec, Byrom st, Manchester
BUTLER, MARY HANNAH, Treorchy, Glam, Hairdresser Nov 30 at 11.15 St Catherine's chmbrs, St Catherine's st, Pontypridd
CALVER, WALTER, Bungay, Suffolk, Builder Nov 29 at 12 Off Rec, 8, King st, Norwich
CHIPLING, SYDNEY LAWSON, Totley, Derby, Architect Nov 29 at 12.30 Off Rec, Figtree ln, Sheffield
CLARKE, J G, Teddington, Middlesex, Builder Nov 29 at 12 132, York rd, Westminster Bridge rd
COX, HARDING DE FONBLANQUE, Garrick st, Westminster, Newspaper Proprietor Dec 1 at 1 Bankruptcy bldgs, Carey st
CRUTTENDEN, H E & SON, Oxted, Surrey, Builders Nov 29 at 11.30 132, York rd, Westminster Bridge rd
DAVIES, GEORGE HENRY, Blaenau Festiniog, Merioneth Quarryman Nov 30 at 12 Crypt chmbrs, Chester
DE LOUGHRY, JOHN JOSEPH, Sheffield, Estate Agent Nov 29 at 12 Off Rec, Figtree ln, Sheffield
DE ROCKLAND, COMTE, St James st, Piccadilly, Banker Dec 1 at 11 Bankruptcy bldgs, Carey st
DOVASTON, LEONARD, Nottingham, Commercial Traveller Nov 29 at 11.30 Off Rec, 4, Castle pl, Park st, Nottingham
FRANKS, ERNEST, Harrogate, York, Grocer Nov 30 at 2.30 Off Rec, The Red House, Duncombe pl, York
GILES, MARY, Huddersfield, Baker Nov 29 at 3.30 Law Society's Room, Imperial arcade, New st, Huddersfield
GREGORY, RUPERT GEORGE, Upper Parkstone, Dorset, Grocer Nov 30 at 2.30 100, High st (first floor), Poole
GRICE, JOSEPH, Beddington, Surrey Dec 4 at 2.30 132, York rd, Westminster Bridge rd
GRIFFIN, JAMES EDWARD, Fawler, nr Charlbury, Oxford, Farmer Nov 29 at 12 1, St Aldate's, Oxford
GRIFFITHS, SIDNEY DAVID, Tipton, Staffs Scrap Merchant Nov 29 at 12.30 Off Rec, 1, Priory st, Dudley
GROSVENOR, FREDERICK SIMON, Linden gdns, West Kensington, Company Director Nov 29 at 11 Bankruptcy bldgs, Carey st
HALL, WILLIAM, Kingston rd, Merton Nov 29 at 12 Bankruptcy bldgs, Carey st
HARTNETT, GEORGE, Mora rd, Cricklewood, Drill Instructor Nov 30 at 12 Bankruptcy bldgs, Carey st
HEDDON, FRANK HERBERT, Maiden Newton, Dorset Fish Merchant Nov 30 at 1 Off Rec, City chmbrs, Catherine st, Salisbury
HOFFMEISTER, HARRY AUBREY, Ryde, I of W Dec 2 at 1.30 Off Rec, 98, High st, Newport, I of W
JAMES, JOHN BELLAMY, Wellington, Salop, Hairdresser Dec 2 at 11.30 Off Rec, 22, Swan hill, Shrewsbury

JONES, ROBERT OWEN, Blaenau Festiniog, Merionethshire Quarryman Nov 30 at 12.15 Crypt chmbrs, Chester

LAVELLE, WILLIAM, Lowestoft, Hotel Proprietor Nov 20 at 2.45 Suffolk Hotel, Lowestoft

LLEWELLYN, JOHN, Garnant, Carmarthen, Tinworker Nov 30 at 2.30 Off Rec, 4, Queen st, Carmarthen

MCCARROLL, D, Battersea Park rd, Licensed Victualler Dec 4 at 12 132, York rd, Westminster Bridge rd

MACHIN, ARTHUR GEORGE, Axe st, Barking, Butcher Nov 29 at 1 Bankruptcy bldg, Carey st

MALLETT, WALTER, Holbeach, Lincs, Publican Nov 29 at 1.30 Off Rec, 8, King st, Norwich

MARLES, ARNOLD BERTRAM, Clifton, Bristol, Greengrocer Nov 29 at 11.30 Off Rec, Bristol

MILL, WILLIAM, Wigan, Lancs, Surgeon Dec 5 at 11.30 Off Rec, 19, Exchange st, Bolton

MORSE, CHARLES JOHN, Davies st, Berkeley sq Nov 20 at 11 Bankruptcy bldgs, Carey st

NICHOLLS, HENRY, Grassington, Yorks, Greengrocer Nov 30 at 3 Off Rec, 12, Duke st, Bradford

O'SULLIVAN, JAMES A, Wolseley Bridge, Stafford Dec 4 at 10.45 The Swan Hotel, Stafford

OWEN, DAVID, Porth, Glam, Collier Nov 20 at 11.45 St Catherine's chmbrs, St Catherine's st, Pontypridd

PITTINGALE, EDWARD, Bolton, Lancs, Cinematograph Hall Manager Nov 30 at 11 Off Rec, 19, Exchange st, Bolton

PRICE, JOHN, Manchester, Coal Merchant Nov 29 at 3 Off Rec, Byrom st, Manchester

PRICE, JOHN LLEWELLYN, Newent, Glos, Farmer Dec 2 at 12 Off Rec, Station rd, Gloucester

ROGERS, EDWIN A, Cloudesdale rd, Balham, Fruit Salesman Dec 4 at 11.30 132, York rd, Westminster Bridge rd

ROUND, THOMAS, Netherton, Worcester, Grocer Nov 29 at 12 Off Rec, 1, Priory st, Dudley

SHAW, WILLIAM, Lancaster Nov 29 at 11.45 Palatine Cafe, Market st, Lancaster

STAPLETON, ALFRED, Wellingborough Shopkeeper Dec 1 at 11.30 Off Rec, The Parade, Northampton

STENNETT, ERNEST, Park Farm, Acrise, Kent, Farmer Nov 29 at 10.30 Off Rec, Canterbury

STINTON, EDWARD JAMES, and GEORGE STINTON, Dudley, Mineral Water Manufacturers Nov 29 at 11.30 Off Rec, 1, Priory st, Dudley

STRONG, HARRY, Orpington rd, Holloway, Joiner Nov 30 at 11 Bankruptcy bldgs, Carey st

SWANN, ROBERT, Blyth, Northumberland, Builder Nov 29 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

THOMAS, LEWIS, Ystradmynach, Glam, Mason Nov 29 at 12.30 Off Rec, County Court, Town Hall, Merthyr Tydfil

TUCK, ARTHUR, Norwich, Schoolmaster Nov 29 at 12.30 Off Rec, 8, King st, Norwich

TURNBULL, JAMES HOPPER, Darlington, Durham, Boilersmith Nov 29 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

WILLIAMS, WILLIAM HENRY, Sketty, nr Swansea, Saddler Nov 29 at 11 Off Rec, Government bldgs, St Mary's st Swansea

WYATT, ROBERT EVAN and ROBERT BESSANT, Bedminster, Bristol, Manufacturing Confectioners Nov 29 at 11.45 Off Rec, Bristol

YOUNG, ADAM, Hatchlea, Ockley, Surrey Dec 4 at 11 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

APPLEBY, JAMES, Felling, Durham, Grocer Newcastle upon Tyne Pet Oct 26 Ord Nov 15

ARTHURTON, ARTHUR WILLIAM, Port Dinorwic, Carnarvon, Laundryman Bangor Pet Nov 18 Ord Nov 18

ARTHUR, WALTER, Crawley, Sussex, Builder Croydon Pet Nov 8 Ord Nov 17

AUNER, HERBERT, Cleveland st, Fitzroy sq, Grocer High Court Pet Oct 25 Ord Nov 15

BAKER, HAROLD, Colebrook row, Islington, Comedian High Court Pet Nov 18 Ord Nov 18

BAKER, JOHN PEREGRINE, and ARTHUR PEARCY, Parkstone, Dorset, Builders Poole Pet Nov 17 Ord Nov 17

BERRY, WILLIAM, Pontllanfraith, Mon, Miner Newport, Mon Pet Nov 18 Ord Nov 18

BLAKEMAN, THOMAS, Bristol, Commission Agent Bristol Pet Nov 17 Ord Nov 17

BURROW, HAROLD FRANCIS, Leigh Sinton, Worcester, Engineer Worcester Pet Nov 17 Ord Nov 17

CADOGAN, GERALD OAKLEY, VISCOUNT CHELSEA, Park ln High Court Pet April 28 Ord Nov 15

CARR, OSWALD, Headingley, Leeds Leeds Pet Sept 27 Ord Nov 16

CHIPLING, SYDNEY LAWSON, Totley, Derby, Architect Sheffield Pet Nov 10 Ord Nov 17

CLARKE, J G, Teddington, Middlx, Builder Kingston, Surrey Pet Oct 24 Ord Nov 18

DAVIES, SAMUEL, Henllan, Carmarthen, Flannel Manufacturer Carmarthen Pet Nov 18 Ord Nov 18

EVANS, HAROLD STANLEY, Chopwell, Durham, Overman Newcastle upon Tyne Pet Nov 18 Ord Nov 18

FABARDINES, AUGUSTUS CHRISTIAN, Manchester, Shipping Merchant Manchester Pet Oct 9 Ord Nov 16

FITCHETT, LAWRENCE, Crosby, Scunthorpe, General Dealer Great Grimsby Pet Nov 16 Ord Nov 16

FRANKS, ERNEST, Harrogate, Grocer York Pet Nov 18 Ord Nov 18

GARDNER, CHARLES HENRY, Manchester, Bank Clerk, Manchester Pet May 8 Ord Nov 16

GREGORY, RUPERT GEORGE, Upper Parkstone, Dorset, Grocer Poole Pet Nov 16 Ord Nov 16

GRIFFITHS, SIDNEY DAVID, Tipton, Scrap Merchant Dudley Pet Nov 16 Ord Nov 16

HARTNETT, GEORGE, Mora rd, Cricklewood, Middlx, Drill Instructor High Court Pet Nov 18 Ord Nov 18

HEDDON, FRANK HERBERT, Maiden Newton, Dorset, Fish Merchant Dorchester Pet Nov 17 Ord Nov 17

HOLLINGWORTH, JOHN HENRY, Tintwistle, Chester, Journeyman Joiner Ashton under Lyne Pet Nov 18 Ord Nov 18

JAMES, JOHN BELLAMY, Wellington, Salop, Hairdresser Shrewsbury Pet Nov 17 Ord Nov 17

KELLY, LEONARD ORRELL, Hyde Park gate High Court Pet May 9 Ord Nov 16

LINDLEY, WALTER, Nottingham Nottingham Pet Nov 2 Ord Nov 17

MURGATROYD, FRANK, Huddersfield, Journeyman Iron Turner Huddersfield Pet Nov 18 Ord Nov 18

NICHOLLS, HENRY, Grassington, Yorks, Greengrocer Bradford Pet Nov 17 Ord Nov 17

OSBORNE, CHARLES ANGUS ACKROYD, Pall Mall East, Merchant High Court Pet Nov 1 Ord Nov 16

OWEN, DAVID, Porth, Glam, Collier Pontypridd Pet Nov 16 Ord Nov 16

PEAKE, MARTHA JANE, Gerrard's Cross, Bucks Windsor Pet June 9 Ord Nov 18

PRESTON, ALICE MARY Windsor mans, Northumberland st High Court Pet June 15 Ord Nov 16

ROWLANDS, ALBERT JOHN, Pembroke, Pembroke, Painter Pembroke Dock Pet Nov 16 Ord Nov 16

ROYSTON, WILLIAM HOLLINGSWORTH, Huddersfield, Builder Huddersfield Pet Nov 17

SENIOR, FRED, Sheffield, Boot Maker Sheffield Pet Nov 17 Ord Nov 17

SHAW, WILLIAM, Lancaster Preston Pet Oct 27 Ord Nov 18

SPRAKE, GEORGE, Weston super Mare, Builder Bridgwater Pet Nov 17 Ord Nov 17

STANLEY, GEORGE RONALD DOUGLAS, Seaford, Sussex, Accountant Clerk Eastbourne Pet Nov 13 Ord Nov 16

STEVENS, SPENCER WILLIAM, Gillingham, Kent, Saddler Rochester Pet Nov 18 Ord Nov 18

THOMAS, LEWIS, Ystradmynach, Glam, Mason Merthyr Tydfil Pet Nov 17 Ord Nov 17

TURNBULL, JAMES HOPPER, Darlington, Boilersmith Stockton on Tees, Pet Nov 15 Ord Nov 15

WHITE, GEORGE JOSEPH, Oaksey, nr Malmesbury, Wilts, Butcher Swindon Pet Nov 16 Ord Nov 16

WILKINSON, CHARLES, Mirfield, Yorks, Mill Manager Dewsbury Pet Nov 17 Ord Nov 17

WILLIAMS, WILLIAM LEWIS, Caerphilly, Glam, Builder Pontypridd Pet Oct 12 Ord Nov 15